Southeast Missouri Hospital

Commitment to Excellence. Trusted Care.

October 28, 2009

Mr. Thomas Piper
Director
Missouri Certificate of Need Program
3418 Knipp Drive, Suite F
Jefferson city MO 65109

Dear Mr. Piper:

Enclosed please find a check in the amount of $8,045.00 for one-tenth of one percent on Project #4429HS for Southeast Missouri Hospital

The Application will be sent by electronic format on Wednesday, October 28, 2009 to your email address.

Please call me at 573-651-5501 to confirm receipt and if you have any questions

Sincerely,

Patrick G. Bira
Vice President of Clinical Services

PGB:mdh

Enclosure

VENDOR NAME: 00891 CERTIFICATE OF NEED PROGRAM			CHECK DATE: 10/26/09	CHECK NO: 00328154	
INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET PAY
REQ 69790	10/26/09	FILING FEE	8045.00	0.00	8045.00
VENDOR NO.	PAGE OF PAGES	TOTALS	8045.00	0.00	8045.00

SOUTHEAST MISSOURI HOSPITAL — **REMITTANCE ADVICE**

1701 LACEY STREET, CAPE GIRARDEAU, MO 63701

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BROWN ARE PRESENT.

SOUTHEAST MISSOURI HOSPITAL
1701 LACEY STREET
CAPE GIRARDEAU, MO 63701

ACCOUNTS PAYABLE FUND

CHECK DATE 10/26/09

CHECK AMOUNT
$8,045.00

PAY EIGHT THOUSAND FORTY-FIVE AND 00/100

Void after 90 Days

TO THE ORDER OF
CERTIFICATE OF NEED PROGRAM
[illegible]
JEFFERSON CITY, MO [illegible]

⑈00328154⑈ ⑆081517897⑆580100062081⑈

CERTIFICATE OF NEED APPLICATION

for

SOUTHEAST MISSOURI HOSPITAL
REGIONAL CANCER CENTER
CAPE GIRARDEAU, MISSOURI

Project #4429 HS

SUBMITTED TO
MISSOURI HEALTH FACILITIES REVIEW COMMITTEE

Certificate of Need Program

NEW OR ADDITIONAL EQUIPMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: Southeast Missouri Hospital - Regional Cancer Center Project No.: 4429 HS

Project Description: Acquire two linear accelerators and a PET/CT

Done Page N/A Description of CON Rulebook Contents

Divider I. Application Summary:

- ☑ 4 ☐ 1. Applicant Identification and Certification (Form MO 580-1861).
- ☑ 5-6 ☐ 2. Representative Registration (Form MO 580-1869).
- ☑ 7 ☐ 3. Proposed Project Budget (Form MO 580-1863) and detail sheet.

Divider II. Proposal Description:

- ☑ 8-116 ☐ 1. Provide a complete detailed project description and include equipment bid quotes.
- ☑ 117-119 ☐ 2. Provide a legible city or county map showing the exact location of the project.
- ☑ 121 ☐ 3. Define the community to be served.
- ☑ 120 ☐ 4. Provide 2015 population projections for the proposed geographic service area.
- ☑ 123 ☐ 5. Provide other statistics to document the size and validity of any user-defined geographic service area.
- ☑ 107-116 ☐ 6. Identify specific community problems or unmet needs the proposal would address.
- ☑ 115 ☐ 7. Provide historical utilization for each of the past three years and utilization projections through the first three years of operation of the new equipment.
- ☑ 115 ☐ 8. Provide the methods and assumptions used to project utilization.
- ☑ 124 ☐ 9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
- ☑ 125-133 ☐ 10. Provide copies of any petitions, letters of support or opposition received.

Divider III. Community Need Criteria and Standards:

- ☑ 134 ☐ 1. For new units address the need formula for the proposed geographic service area.
- ☑ 135 ☐ 2. For new units, address the minimum annual utilization standard for the proposed geographic service area.
- ☐ ___ ☑ 3. For any new unit where specific need and utilization standards are not listed provide the methodology for determining need.
- ☐ ___ ☑ 4. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.
- 5. For evolving technology address the following:
  - ☐ ___ ☑ – Medical effects as described and documented in published scientific literature;
  - ☐ ___ ☑ – The degree to which the objectives of the technology have been met in practice;
  - ☐ ___ ☑ – Any side effects, contraindications or environmental exposures;
  - ☐ ___ ☑ – The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies;
  - ☐ ___ ☑ – Food and Drug Administration approval;
  - ☐ ___ ☑ – The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal; and
  - ☐ ___ ☑ – The degree of partnership, if any, with other institutions for joint use and financing.

Divider IV. Financial Feasibility Review Criteria & Standards:

- ☑ 138 ☐ 1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
- ☑ 176-177 ☐ 2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) years beyond project completion.
- ☑ 137 ☐ 3. Document how patient charges were derived.
- ☑ 178-182 ☐ 4. Document responsiveness to the needs of the medically indigent.

DIVIDER I. APPLICATION SUMMARY:

1. **APPLICATION IDENTIFICATION AND CERTIFICATION FORM (FORM MO 580-1861)**

   See Attached Form.

2. **REPRESENTATIVE REGISTRATION (FORM MO 580-1869)**

   See Attached Forms.

3. **PROPOSED PROJECT BUDGET (FORM MO 580-1863) AND DETAIL SHEET**

   See Attached Form and equipment bid quotes.

   The following equipment and shielding is included in the total project budget amount of $8,044,061.

Linear Accelerators	
• Two Elekta Infinity Systems	$4,887,625
• Shielding	750,000
PET/CT	
• Siemens Biograph mCT 40	2,406,836
• Shielding	90,000
TOTAL	$8,044,461

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

*(must match the **Letter of Intent** for this project, without exception)*

1. Project Location *(attach additional pages as necessary to identify multiple project sites.)*

Title of Proposed Project	Project Number
Southeast Missouri Hospital - Regional Cancer Center	**4429 HS**
Project Address (Street / City / State / Zip Code)	**County**
Southeast Missouri Hospital - Regional Cancer Center 789 South Mount Auburn Drive Cape Girardeau, MO 63703	Cape Girardeau

2. Applicant Identification *(information must agree with previously submitted Letter of Intent)*

List All Owner(s): *(list corporate entity)*	Address (Street / City / State / Zip Code)	Telephone Number
Southeast Missouri Hospital	1701 Lacey Street Cape Girardeau, MO 63701	573-651-5500

List All Operator(s): *(list entity to be licensed or certified)*	Address (Street / City / State / Zip Code)	Telephone Number
Southeast Missouri Hospital	1701 Lacey Street Cape Girardeau, MO 63701	573-651-5500

3. Ownership *(Check applicable category)*

☑ Nonprofit Corporation ☐ Individual ☐ City ☐ District
☐ Partnership ☐ Corporation ☐ County ☐ Other: _____

4. Certification:

In submitting this project application, the applicant understands that:

(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and data in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person *(attach a Contact Person Correction Form if different from the Letter of Intent)*

Name of Contact Person	Title	
Craig W. Elmore	Consultant	
Telephone Number	**Fax Number**	**E-mail Address**
913-345-0048	913 317 8506	jjedcoe@aol.com
Signature of Contact Person		**Date of Signature**
Craig W. Elmore		

MO 580-1861 (11/06)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project represented)*

Project Name	Number
Southeast Missouri Hospital-Regional Cancer Center	**4429 HS**

(Please type or print legibly)

Name of Representative	Title
Patrick G. Bira	Vice President of Clinical Services

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Southeast Missouri Hospital	573-651-5502

Address (Street/City/State/Zip Code)
1701 Lacey Street
Cape Girardeau, MO 63701

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
Southeast Missouri Hospital	573-334-4822

Address (Street/City/State/Zip Code)
1701 Lacey Street
Cape Girardeau, MO 63701

Check one. Do you:

- [x] Support
- [ ] Oppose
- [ ] Neutral

Relationship to Project:

- [ ] None
- [x] Employee
- [ ] Legal Counsel
- [ ] Consultant
- [ ] Lobbyist
- [ ] Other *(explain)*:

Other information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.*

Original Signature	Date
Patrick G Bira	10/23/09

MO 580-1863 (11-01)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project represented)

Project Name	Number
Southeast Missouri Hospital - Regional Cancer Center	**4429 HS**

(Please type or print legibly)

Name of Representative	Title
Craig W. Elmore	Consultant

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
JJEDCOE Services	913-345-0048

Address (Street/City/State/Zip Code)

11901 Manor Road
Leawood, KS 66209

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
Southeast Missouri Hospital	573-651-5500

Address (Street/City/State/Zip Code)

1701 Lacey Street
Cape Girardeau, MO 63701

Check one. Do you:

- [x] Support
- [ ] Oppose
- [ ] Neutral

Relationship to Project:

- [ ] None
- [ ] Employee
- [ ] Legal Counsel
- [x] Consultant
- [ ] Lobbyist
- [ ] Other (explain):

Other information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.*

Original Signature	Date
Craig W Elmore	October 25, 2009

MO 580-1869 (11-01)

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	Dollars	
COSTS:*		
1. New Construction Costs **	$0	
2. Renovation Costs ***	0	
3. **Subtotal Construction Costs** (#1 plus #2)	$0	
4. Architectural/Engineering Fees	$0	
5. Other Equipment (not in construction contract)	0	
6. Major Medical Equipment	$7,294,488	
7. Land Acquisition Costs ***	0	
8. Consultants' Fees/Legal Fees ***	0	
9. Interest During Construction (net of interest earned) ***	0	
10. Other Costs **** (Shielding)	840,000	
11. **Subtotal Non-Construction Costs** (sum of #4 through #10)	$8,044,461	
12. **Total Project Development Costs** (#3 plus #11)	$8,044,461	**
FINANCING:		
13. Unrestricted Funds	$8,044,461	
14. Bonds	0	
15. Loans	0	
16. Other Methods (specify)	0	
17. **Total Project Financing** (sum of #13 through #16)	$8,044,461	**
18. New Construction Total Square Footage	0	
19. New Construction Costs Per Square Foot *****	0	
20. Renovated Space Total Square Footage	0	
21. Renovated Space Costs Per Square Foot ******	0	

* *Attach additional page(s) to provide details of how each line item was determined, including all methods and assumptions used.*

** *These amounts should be the same.*

*** *Capitalizable items to be recognized as capital expenditures after project completion.*

**** *Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.*

***** *Divide new construction costs by total new construction square footage.*

****** *Divide renovation costs by total renovation square footage.*

MC 1563-1B3 (01-07)

ELEKTA

CONFIDENTIAL OFFER LETTER
for
SOUTHEAST MISSOURI HOSPITAL

October 22, 2009

Trent Mullis
Southeast Missouri Hospital
1701 Lacey St.
Cape Girardeau, MO 63701
US

Dear Mr. Mullis,

Elekta, Inc. is pleased to offer Southeast Missouri Hospital the enclosed product package. The product package consists of the following:

- Elekta Infinity™ System # 1 as per Quotation No. USRWI00000248 version 3
- Elekta Infinity™ System # 2 as per Quotation No. USRWI00000249 version 2
- IMPAC Oncology Management System per Quotation No. 6842IMPC

The total suggested list price for the product package is $13,380,408.39 USD. As a valued and key customer, we are pleased to offer you this total product package for $ 4,887,624.73 USD.

Elekta has also provided the following products and services as options, which are not included in the total package above:

- Infinity # 1-Quotation No. USRWI00000248.3, optional items listed on page 31 through page 35
- Infinity# 1 - Annual Service Contract: List price $ 264,060.00 USD Offer Price: $ 158,436.00 USD
- Infinity # 2-Quotation No. USRWI00000249.2, optional items listed on page 23
- Infinity #2 - Annual Service Contract: List price:$ 243,000.00 USD Offer Price: $ 145,800.00 USD

Elekta must receive the following to accept this as an order:
a) signed Elekta Purchase and License Agreement with requested delivery date;
b) a non-contingent Purchase Order;
c) completed credit application and/or verification that financing has been obtained;
d) the required down payment, plus any applicable state or local taxes or a tax-exempt certificate.

In closing, we would like to reiterate some of the benefits of selecting Elekta as your vendor of choice. *Elekta is an international medical-technology Group, providing meaningful clinical solutions, comprehensive information systems and services for improved cancer care and management of brain disorders. Following the 'union' of Elekta and IMPAC in April 2005, The Elekta Group is the world's largest supplier of oncology software. Elekta's systems and solutions are used at over 3,000 hospitals*

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ELEKTA

around the world to treat cancer and manage clinical operations as well as to diagnose and treat brain disorders, including tumors, vascular malformations and functional disorders. Elekta and IMPAC combined have over 55 years of experience in radiation therapy.

Please be advised that the Quotation included herewith supersede all past commitments (both verbal and written), pricing, terms, and conditions made by Elekta or any of its representatives with regard to the enclosed offer. The enclosed offer is valid for the period noted on the Quotation.

Please be informed that if your facility reports its costs on a cost report required by the Department of Health and Human Services or a State Healthcare Program, then your facility is responsible to fully and accurately report the discount(s) received from Elekta in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a State Agency.

All terms, conditions, pricing, product, and service information must remain confidential and should not be disclosed to any other party especially consultant firms such as MDB, ECRI, etc.

Should you have any questions or require additional information, please do not hesitate to contact us.

Best regards,

Sales Representative
Elekta, Inc.

Enclosure(s)

Elekta, Inc.
4775 Peachtree Industrial Boulevard
Building 300, Suite 300
Norcross, Georgia 30092
Tel. (770) 300-9725 Fax (770) 300-9779

QUOTATION

Dated: October 22, 2009

Valid 30 days from date of issuance.

Quotation Number: USRWI00000248 **Version:** 3

Prepared For:	**Site:**	**Presented by:**
Southeast Missouri Hospital **Attn: Trent Mullis** **1701 Lacey St.** **Cape Girardeau, MO 63701** **US**	Same as customer	Ron Wilcox Regional Oncology Sales Support Specialist 4775 Peachtree Industrial Boulevard Building 300, Suite 300 Norcross, Georgia 30092 Phone: 770-300-9725 ext. 3019

Elekta, Inc. ("Elekta") is pleased to submit the following Quotation for the products and/or services in this Quotation Specification at the prices set out below:

Elekta Infinity **List Price: $ 6,713,048.49 USD**

1. Subject to Elekta, Inc. Terms & Conditions.

2. State, local and other taxes, and import/export licenses are not included in this Quotation.

3. The price under this Quotation reflects a discount of $4,338,533.13 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

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4775 Peachtree Industrial Boulevard
Building 300, Suite 300
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QUOTATION

Dated: October 22, 2009

Valid 30 days from date of issuance.

Quotation Number: USRWI00000248 **Version:** 3

Elekta Infinity

Qty	Description
1	**Elekta Infinity™ System** Elekta Infinity™ is the definitive Volumetric Modulated Arc Therapy (VMAT) treatment solution. Volumetric Modulated Arc Therapy (VMAT) combines software and hardware innovations that allow delivery of Volumetric Intensity Modulated Radiation Therapy which enables simultaneous and dynamic movement of MLC whilst rotating the gantry in combination with varying the dose rate, gantry speed and or collimator angle to deliver a highly conformal dose. This offers opportunity for: ▪ Exceptionally Fast Treatment Delivery ▪ Precise Dose Control for critical structure avoidance and optimal target coverage ▪ Increased patient throughput This advanced delivery capability is further enhanced by the inherent Elekta X-ray Volume Imaging System (XVI) included with this system. Elekta Infinity™ consists of a dual modality digital accelerator, providing a comprehensive range of both x-ray and electron energies to satisfy the requirements of external beam radiotherapy. The Elekta Infinity™ Digital Accelerator offers an unrivalled choice of up to three different x-ray energies between 4 and 18MV and up to 9 electron energies between 4 and 22MeV. With a Low isocentric height (124cm) the Elekta Infinity™ Digital Accelerator is designed for optimum clinical usability. . Elekta Infinity™ is remote system diagnostic ready and will function with the optional Elekta IntelliMax™ service monitoring and support system. Elekta IntelliMax™ service monitoring and support system is enabled through software and is available during the original system warranty period or through purchase of an Elekta Advanced Service Agreement. The Precise Table provides smooth, quiet operation for positioning the patient during clinical procedures. It comprises a vertical lift mechanism, couch base and the control system. Elekta Infinity™ includes the iViewGT™ MegaVoltage Portal Imaging System and the XVI (X-Ray Volume Imaging System) for KV based 3-D volumetric imaging. **Elekta Infinity System - following features and options are included:** - Advanced Linear Accelerator design on robotic drum structure. - Traveling wave guide with 20 years warranty. - High power rapid tuning magnetron with full 24 months warranty. - Precise Desktop control system Windows based. Quick-Mode Treatment Delivery. - Integrated Auto-Wedge providing any wedge angles from 1 to 60°. - Two in-room monitors, mounted on both sides of the linac for easy of accessibility - Arc therapy capability for both photons and electrons. - Arc therapy in clockwise and counter clockwise directions.

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Assisted set-up mode (ASU) of linear accelerator patient parameters
- Mechanical front pointer.
- On board diagnostic mode for system calibration and on screen fault analysis.
- Shadow tray for shielding blocks.
- Hand Held Controller.
- Basic essential spare parts kit.
- On site application training.

Precise Treatment Table
- Patient weight capacity up to 440lbs.
- Dual table side movement controls.
- Extended vertical range of 66cm to 176cm (using a C-Arm top).
- Longitudinal movement 0 to 100cm.
- Lateral movement +/- 25cm.
- Column rotation +/- 180 degrees.
- Turntable rotation +/- 95 degrees.

1 **MLCi2 Head**

Lower Leakage Precision Multileaf Collimator
The MLCi2 Head offers lower leakage performance over the MLCi, without compromise on the existing clinical merits of that design.

Specifically designed to reduce inter-leaf and intra-leaf leakage, it takes a significant step forward in minimizing dose to healthy tissue outside of the collimated area.

With the ever evolving clinical techniques, it is an ideal partner for new functionality such as volumetric arc therapy (VMAT), while still providing high standards of collimation for more conventional applications.

High conformance dose delivery is ensured through the physical characteristics of the head design.

Key benefits include:
- Maximum patient clearance ensuring optimal beam angle flexibility
- Full Integration enabling fast and efficient IMRT delivery
- Streamlined workflow through elimination of need for shadow tray blocks
- Full compatibility with major treatment planning systems through IMPAC MOSAIQ
- Constant real-time. beams eye verification of leaf positions ensures beam shaping accuracy
- Unwanted dose to the patient minimized by auto tracking of the back up diaphragms during static and dynamic beam delivery
- OmniWedge capability
- Motorized Autowedge for angles up to 60°
- Lower Leakage performance
- Mechanically Interdigitation ready

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Elekta, Inc.
4775 Peachtree Industrial Boulevard
Building 300, Suite 300
Norcross, Georgia 30092
Tel. (770) 300-9725 Fax (770) 300-9779

QUOTATION

Dated: October 22, 2009

Valid 30 days from date of Issuance.

Quotation Number: USRWI00000248 **Version:** 3

The MLCi2 is the next generation Multi-Leaf Collimator. Utilising the same generic Radiation Head structure of the current MLCi, it retains the same internal and external features, drive, leaf detection and positional feedback, wedge, control and physical dimensions.
However, the distinction between the MLCi and MLCi2 is reflected in the leaf bank re-design and performance.

A one-piece tightly toleranced plain bearing guide provides greater consistency in leaf spacing and the rigidity of these guides coupled to the stiffened leaf bank side plates eliminates bank twist.
The leaves run directly through the steel guide and a coating is applied to the leaf edge to reduce the friction coefficient between the leaf and the plain bearing surface.
The leaf design has changed from the traditional tongue and groove, adopting similarities to the Beam Modulator flat sided leaf deign. Coupled to the tighter tolerancing of leaf spacing, this leads to improvements in inter-leaf leakage.

A unique patterning has been developed and applied to the leaf sides to minimise light reflections
The guide assembly is more compact, allowing for an increase in leaf height from 77mm to 82mm. The addition of more material in the beam path naturally increases the attenuation and consequently yields a lower intra-leaf leakage performance.

The leaves, leaf guides, side plates and motor plates are re-designed, but the motor, nut and lead screw drive module have been adopted from the MLCi. Leaf movements are still achieved by individual geared DC motors using a lead screw and nut drive to the leaf.

Leakage and penumbral performance are optimised by designing in a small tilt within the leaf bank.

The overall design merits of the MLCi2 make it possible to implement the function of interdigitation for every leaf. Control software to support this functionality is expected to be made available in a future release of DesktopPRO control system software.

1 **Desktop Pro™ Mk3i control system**
Control System hardware for the Linear Accelerator, release 7.01

Desktop Pro™ - the Linear Accelerator control system which manages all aspects of the treatment process providing processing and logging for all pertinent Linac patient and machine data. The Desktop Pro™ provides a graphical user interface based on the Windows XP platform. Functional integration into a single workstation ensures security and integrity of the treatment delivery. Desktop Pro™ streamlines operational efficiency and improves patient throughput. The Desktop Pro™ modular software design allows a wide range of options to meet your clinical requirement and provides compatibility with IMPAC Oncology Management System and third party R and V Systems. (Please note USB ports have replaced the tape drive on this model)

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Elekta, Inc.
4775 Peachtree Industrial Boulevard
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QUOTATION

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Quotation Number: USRWI00000248 **Version:** 3

1 **Software License Desktop Release 7.01**
Desktop Pro™ R7.01 is the control system software for Elekta Digital Accelerators. As well as providing clinical and service user improvements this software supports the Precise BEAM Dynamic and VMAT license options.

This is not the definitive list but a guide to the components that the Mark 3i control system will comprise of: -

- Control Processor
- P4, 46mb Ram, RMX operating system
- MLC frame grabber
- Display Processor
- Intel P4 3.0 GHz 1MB cache 800 MHz Memory, Windows XP operating system
- 1024mb memory
- Desktop PC
- 2 x SCSI hard drive, DVD-RW, 3.5" floppy drive
- 5 port USB PCI Card
- UPS
- LCD dose display
- English key board and mouse

1 **6 MV Low Energy Photon**

1 **10 MV Mid Energy Photon**

1 **18 MV High Energy Photon**

1 **6 MeV Electron Energy**

1 **9 MeV Electron Energy**

1 **12 MeV Electron Energy**

1 **15 MeV Electron Energy**

1 **18 MeV Electron Energy**

1 **Elekta Infinity System (Covers and double pointer)**
The system is complimented with a unique pearlescent white cover set.
The double pointer kit is a mandatory part of this cover set.

1 **XVI Infinity**
X-Ray Volume Imaging - Integrated kV Imaging System for IGRT on the Elekta Infinity.

The imaging capability of Elekta Infinity System enables the clinician to take full advantage of IMRT dose delivery without the need for implanted target surrogate markers, due to the high visualization capability of all soft tissue structures, target volume and critical structure position. It allows precise registration of the reconstructed image data with the historical CT planning data as a non-invasive procedure.

ELEKTA

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Quotation Number: USRWI00000248 **Version: 3**

1 **Elekta XVI software**
The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity range of machines. 2D or optional 3D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator.

It provides the ability to acquire 2D kV images through PlanarView™ or MotionView™ software packages, and sophisticated 3D imaging via the VolumeView™ software package, with image registration tools.

1 **XVI TFT Monitor**
Specification for high resolution 17" Flat Panel Monitor.

The TFT monitor will fit neatly into the linac control area.

It is used to display the high resolution images acquired on XVI, from PlanarView™, MotionView™, and VolumeView™ .

1 **Additional XVI Collimator Cassette Kit**
Additional XVI Collimator kit

Includes;
For VolumeView™ S10 and M15

For MotionView™ 15 x 15

With preloaded Presets

1 **XVI Bow-Tie Filter Cassette**
Bow tie filter for XVI for Medium FoV and Large FoV
Dose reduction and image quality improvement
Reduced patient skin dose for VolumeView™ imaging

1 **Kit, XVI Water Calibration**
Water phantom Calibration kit for XVI calibration.
It provides a reduction in CBCT image ring artifacts in addition to image quality improvements.

ELEKTA

The XVI also includes:

- X-Ray tube – 15/45kW dual focal spot, 0.4/0.8mm
- Fan cooled
- Thermal cut-out switch
- Retractable X-Ray tube support arm
- Manual collimator facility, with interlocked collimator field size facility and X Ray Volume Imaging filter
- Image acquisition parameters selectable v a XVI Workstation User Interface
  41cm x 41cm Amorphous Silicon panel kV detector mounted on a motorized retractable arm, enables 25cm length 3D volume image data to be acquired in one gantry revolution
- Panel position for X-Ray Volume Image acquisition.

- For VolumeView™ imaging module option - 3 Fields of View X-ray Volume Image acquisition, small, medium, large.
- High performance dual Processor PC for kV and MV image acquisition, VolumeView reconstruction, and suite of imaging tools.

Includes facility to acquire MV portal imaging via iViewGT™.

1 **40kW kV generator**
The Elekta Synergy® System XVI has an integrated 40kW kV generator which provides multiple setting control via the XVI software. Acquisition parameters are configured within the Preset protocol function in the XVI software, that is User configurable. The generator and X-ray tube have been optimized for the 3D VolumeView™ imaging, as well as radiographic type exposures for PlanarView™ and MotionView™.

kV Generator - 40kW, Radiographic range 40-150kVp(±5%)

1 **PlanarView™ - 2D static single imaging mode**
The PlanarView™ license enables the acquisition of static 2D kV images on the XVI system. Images are displayed, and can be compared to a reference image.

PlanarView™ thus provides similar functionality to existing orthogonal MV portal images for initial patient set-up. The X-rays of PlanarView™ are produced using kV energy range which results in high quality images at very low doses.

The key visualization advantages offered by PlanarView™ imaging at the time of treatment include:
- quick, low-dose, snapshot images showing dense features;
- lung tumors (high contrast to air);
- bony landmarks (that don't overlie other bony features);
- implanted markers in soft tissue targets; and
- allows for a derived 3D localization through stereoscopic (orthogonal) imaging.

- Mandatory PlanarView™ licenseThe PlanarView™ license enables the acquisition of static 2D kV images on the XVI system. Images are displayed, and can be compared to a reference image. Image annotation tools are available.

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- Reference images can be imported via DICOM.

- Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.

- In treatment room display of XVI settings.

1 **Sequence mode imaging (MotionView™)**
2D fluoroscopic-like imaging.

MotionView™ Imaging module helps locate targets that move on a high frequency basis. This becomes particularly critical with the use of small treatment fields or in PreciseBEAM® IMRT application.
Like fluoroscopy, MotionView™ allows evaluation of patient motion while the patient is in the treatment position for optimum treatment delivery.
Developed to address intrafractional organ motion, MotionView™ allows the clinician to visualize patient organ motion for evaluation of field coverage for optimum treatment delivery. Even when a device such as the Elekta Active Breathing Coordinator™ is being employed, MotionView™ is useful for monitoring other motion in the thorax or upper abdomen.

The key visualization advantages offered by MotionView™ imaging at the time of treatment include:
- real-time movement of dense features;
- lung tumors (high contrast to air);
- bony landmarks that don't overlie other bony features; and
- implanted markers in soft tissue targets.

- Mandatory PlanarView™ license
The PlanarView™ license enables the acquisition of static 2D kV images on the XVI system. Images are displayed, and can be compared to a reference image. Image annotation tools are available. Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.

- MotionView™ license
The MotionView™ license enables the acquisition of 2D kV sequence images. These images can be acquired to monitor organ motion over a specified period of time. Images are then displayed as a movie loop series of images.

Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.

1 **Volume mode imaging (VolumeView™)**
3D Volumetric Imaging.

Using **Elekta** 3D volume mode (VolumeView™), clinicians can visualize soft tissue detail in any area of the body.

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Dated: October 22, 2009

Valid 30 days from date of issuance.

Quotation Number: USRWI00000248 **Version:** 3

Elekta VolumeView™ provides volumetric 3D data sets with submillimeter isotropic resolution acquired with the patient in the treatment position.

The system can acquire a complete 3D volume in a single revolution with reconstruction taking place simultaneously with rapid registration against the CT treatment plan image. This allows for optimization of the treatment plan and correction for target shifts due to organ motion and deformation.

The imaging dosage necessary to obtain a VolumeView™ image can be varied depending on the level of contrast required. For prostate imaging, a larger degree of contrast is required to differentiate similar soft tissues in addition to complications caused by low transmission and high scatter, while a VolumeView™ image in the head and neck region would require a lower dose.

Key visualization advantages offered by VolumeView™ imaging at the time of treatment include:

- soft tissue size, shape and position;
- critical organs and tumors;
- bony anatomy and alignment in 3D;
- eliminates the need for surrogate markers;
- ability to minimize the imaging dose; and
- patient outline.

- VolumeView™ License

- The VolumeView™ license enables the acquisition of 3D fully isotropic Volume images.

- Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator. They also include gantry rotation control, and settings for number of projections to be acquired during 3D volume acquisition.

- Selectable Field of View includes Amorphous Silicon detector position and X-ray collimator setting for 3D-volume acquisition.

- Includes 3D-image reconstruction software.

- Multi planar reconstructed image display, with easy 3D volume explore facility.

- Image display tools, window level/width, Zoom.

- DICOM CT, DICOM RT Image and Structure Set import, DICOM RT Plan Import.

- Reference image display.

- Sophisticated image registration tools, provide automatic image registration as well as manual registration facility.

- Isocenter display in volume display.

- Reference image structures display overlay onto VolumeView™ Image.

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- Relative table zero and correction vector display and record.
- In room table zero and relative table position display and operation.
- In treatment room display of XVI settings.
- Image storage facility.
- QA software for geometric calibration of kV to MV system.

1 **DICOM CT export license**
This license enables the customer to export the VolumeView™ images acquired with the XVI as DICOM CT images to an external system such as a third party treatment planning system.

1 **Remote Automatic Table Movement License**
Remote Automatic Table Movement License with either XVI or MOSAIQ
This license enables the user to make the translation correction movements remotely and automatically at the Precise Table. This movement can either take place following an image registration as part of an on-line VolumeView™ imaging workflow or the Precise table can be moved remotely and automatically to coordinates entered into MOSAIQ.

It should be noted that if customers have XVI they will only be able to have this functionality when using an on-line Image workflows.

This feature is only available with MOSAIQ when the Linac does NOT have XVI imaging capability

1 **XVI R4.2 Media Kit**
This is the latest release of XVI software and introduces a DICOM RT Image standard for the export of 2D kV images into MOSAIQ software.

Images exported using the DICOM RT Image standard will contain Scaling, Aspect Ratio, Centre and Gantry Angle information.

Please note: RT Image Export is only compatible with MOSAIQ imaging products.

1 **XVI Automated DICOM export license**
This DICOM export license allows the user to send post reconstruction XVI images to a configurable destination automatically upon acceptance of the XVI images.

1 **Upgrade Kit, Synergy CITB**
Client Interface Terminal Board
Interfaces the Host Linac with the all hospital electrical and interlock devices.

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Quotation Number: USRWI00000248 **Version:** 3

1 **Elekta XVI Basic Calibration Kit**
Geometric calibration and QA phantom
Specially designed geometric calibration phantom for kV to MV isocentre alignment and other calibration activities for the Elekta XVI system.

Utilizing the phantom in conjunction with the specific associated software tools delivered with the XVI system enables fast calibration of the kV to MV X-ray isocentre, and flex map calibration for VolumeView™ imaging.

1 **Adaptor kit for QA Phantom to IBEAM/IBEAM evo Couchtop**
Single ball phantom table top adapter kit.

This attachment supports the single ball bearing phantom which is used to calibrate the Synergy Imaging software to the mechanical isocenter.

1 **2D Image Quality Phantom**
Image quality phantom use for 2D kV image quality to determine the low contrast and spatial resolution of XVI 2D images (PlanarView™ images).

This Test Tool is used for the 2D image quality of the Customer Acceptance Test for XVI and can be used to monitor image quality over a period of time.

1 **Kit, XVI Daily QA Phantom**
Daily QA Phantom for kV and MV projection imaging and kV VolumeView™ checks
Laser and lightfield coincide additionally
Spreadsheet for recording and analyzing trend results

1 **VolumeView™ Contrast phantom**
QA phantom to enable measurement of high resolution and contrast resolution and other image quality parameters of the VolumeView™ images acquired on the XVI workstation.

1 **XVI Seismic kit**

1 **XVI Applications Training**
The 4-day XVI training course (travel time inclusive) provides training for Radiation Therapists in the clinical use of the X-ray Volume Imaging portion of the Elekta Digital Accelerators. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy, CT, or Diagnostic Imaging. This course is given at the customer site for a maximum of 4 users.

- Provide a basic understanding of the hardware and software comprising the XVI system
  Enable accurate patient information entry & importing, in preparation for patient imaging with the

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XVI system
- Facilitate safe and competent use of the XVI hardware, in conjunction with the Linear Accelerator for clinical purposes
- Provide a working knowledge of the system administration, as well as the viewing, reconstruction, and registration of images.

1 **iViewGT™ Infinity Hardware**
Retractable arm for iViewGT™

iViewGT™ Provides:-

- Rigid and fully retractable slimline detector for maximum accessibility and clearance.
- Large, square active area and wide lateral and longitudinal movement accommodating all patient anatomies.
- Automatic and manual arm movement for efficiency of use.
- Fully interlocked safety features for operator confidence and patient comfort.

1 **iViewGT™**
Amorphous Silicon panel for iViewGT™
The iViewGT™ Amorphous Silicon panel provides:
- Fast verification of dose conformance for acceptance of treatment quality.
- Excellent image quality and clear anatomical definition.
- Fast acquisition capture for real-time modification of set up prior to treatment delivery.

1 **iViewGT™ PC running release 3.4 SP2**
High performance PC hardware for use on iViewGT™ imaging systems.

Microsoft Windows XP Professional SP2 operating system and iViewGT™ release 3.4 SP2 software pre-installed.

1 **R3.4 S/W License for iViewGT™ Portal Imaging system**
Software license for the iViewGT™ portal imaging system

iViewGT™ R3.4 software provides:
- Full image acquisition capability for iViewGT™ customers
- Enhanced image display options offering superior structure visualization. (Enabled with the CLAHE (Contrast Limited Adaptive Histogram Equalization) algorithm)
- Extensive networking capabilities through DICOM
- Automated DICOM export of acquired images
- Sophisticated tool set for efficient image acquisition
- Confident tracking of sophisticated treatments such as IMRT, with fast continuous synchronized imaging.
- Enhanced printing for display of images
- Export image log for trend analysis facility

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1 **General Function Key Pad**
The Function Key Pad provides the following features:

- MV Start, Interrupt and Terminate.
- LED's to indicate radiation on / off status.
- Linac Assisted Setup (ASU) – facilitating automatic gantry and diaphragm rotations.
- Table ASU – facilitating automatic table translations and isocentric setup.
- Imaging ASU – facilitating automatic remote retraction of the iViewGT™ detector.

This Function Key pad has been ergonomically designed to ensure comfort during prolonged ASU periods.

1 **Remote Detector Retraction Upgrade Kit – 30m cable**
This kit allows Remote Retraction of the iViewGT™ detector from the Function Key Pad.

1 **Laser back pointer**
Comprising:-
- Fiber optic laser back pointer (Class 2 laser)
- Mechanical mounting kit
- Laser warning label

1 **iView IMRT Verification Software License**
This software expands existing iView functions to verify multiple segment beams for IMRT. The iView image acquisition is triggered automatically and the image taken depends on whether the user selects single, multiple or movie image.

1 **Flat panel monitor for iViewGT™**

1 **iViewGT™ Warranty**

1 **Applications training for iViewGT™**
The 3-day iViewGT™ training course (travel time inclusive), provides training for 4 Radiation Therapists in the clinical use of the iView imaging system. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

1 **iViewGT™ Installation**

1 **Las Vegas calibration phantom**
The Las Vegas phantom is a device that is used to check image quality of a portal imaging device at different megavoltage energies both at acceptance and as part of the corrective maintenance procedure.

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1 **DICOM 3.0 software interface for Image transfer**
The international standard interface protocol for network transfer of medical images.

1 **Template Matching software license**
The template matching option enables the user to compare the portal image with a nominated reference image for any set-up error.
The set-up error is measured by matching visible anatomy and the field edge on the referenced image with the portal image.
The user can move the templates to provide an image displacement.

1 **Software License Image approval**
This allows the user assigned with the "review" permission to approve or disapprove any image within iViewGT™.

1 **Patient Auto Select Software License**
This enables the prescription selected on the Linac to automatically select or create that patient record on iViewGT™ using the iCom-Vx protocol. In addition images will automatically be acquired and stored in the iViewGT™ database without further operator intervention.

1 **AutoCAL for MLC - All-time license**
MLCI calibration software, tools and all time license
AutoCAL for Multileaf Collimator (MLCI) is designed to provide improved calibration and verification of many fundamental radiation and mechanical parameters, making it easier and faster to set up and maintain the MLCi for routine IMRT clinical use.

The tool supports:
- a predefined sequence of image acquisition from iViewGT™ or scanned film
- image analysis, with pass/fail tests with User defined criteria
- a range of tests useful for set-up, acceptance and quality assurance
- print out for record keeping and archiving of images and results

With Desktop Pro™ R6 and above, input of leaf gains and offsets is automated.

AutoCAL Includes:
- iViewGT™ alignment and pixel calibration*
- Radiation and mechanical center tests
- Leaf bank alignment and squareness tests
- Diaphragm gains and offsets calibration
- Individual leaf gains and offsets calibration
- Leaf transmission test
- Acceptance tests for size, x-ray to light field *, symmetry and penumbra

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- Striped Image quality assurance test
- License

* Hardware tools for use with Beam Modulator™ are included

1 **Standard Set of Aperture Plate Electron Beam Applicators**
Field sizes:
6 x 6 cm, SSD 95 cm
10 x 10 cm, SSD 95 cm
14 x 14 cm, SSD 95 cm
20 x 20 cm, SSD 95 cm

Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator latch mounting system enables easy and rapid attachment.

1 **Precise Table or Pedestal Pit Kit**
This kit provides the necessary fixings, floor boards and template to install a Precise Table into a custom built Pit or a modified Pedestal Pit.

1 **Independent X/Y movement of table top**
To save time, in reaching the desired position, this kit allows the X/Y brakes to be released independently.

1 **Turbo Starter Kit for Linear Accelerators**
Ancillary equipment required for the installation and maintenance of any Precise Digital Accelerator.
Comprising:
- Rotary vacuum pump
- Turbo molecular pump attachment for rapid pump down times and higher roughing vacuum

1 **Seismic Kit for Digital Accelerators**
Fixings which ensure that the linac installation is secured to satisfy seismic regulations.

1 **Seismic Kit for Precise Table**
Fixings which ensure that the Precise Table installation is secured to satisfy seismic regulations.

1 **U.S.A. Electron Flatness**
Electron flatness according to U.S.A. standards, optimized at 100 cm.

1 **19" Flat panel control room monitor**

1 **Extender Cards**
Extender cards for fault diagnosis on the Electrical Interface Module(EIM).
Consists of:
PCB Board, DBL sided, Extender card, 6U#APW, 09-2460E.
APW Electronics formerly known as BICC VERO.

Test adaptor, 3U high*Schroff 23021-608.

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DELIVERY SYSTEM SOFTWARE

1 **PreciseBEAM™ VMAT**
PreciseBEAM™ Volumetric intensity Modulated Arc Therapy providing Continuous Arc Modulation delivery.

This license enables simultaneous dynamic movement of one or more of the following parameters:

- MLC
- Diaphragms/Jaws
- Gantry speed
  Dose rate
- Collimator angle

During delivery, the speed of the gantry and dose rate can be automatically adjusted to change the intensity of the radiation beam and vary the MU delivered per degree of movement.

1 **PreciseBEAM™ Dynamic Arc**
Optional PreciseBEAM™ Dynamic Arc License.

This license enables simultaneous rotation of the gantry and MLC. The gantry moves at a constant speed delivering constant number of MU per degree.

The MLC moves linearly from one shape to the next as a function of the delivered dose. During delivery the dose rate is dynamically adjusted to ensure that the prescribed and actual MLC shapes match.

1 **PreciseBEAM™ Dynamic**
PreciseBEAM™ Dynamic License

This license enables movement of the MLC and diaphragms during irradiation at a fixed gantry angle.

The MLC moves linearly from one shape to the next as a function of the delivered dose. During delivery the dose rate is dynamically adjusted to ensure that the prescribed and actual MLC shapes match.

1 **PreciseBEAM™ Segmental**
License PreciseBEAM™ for Step and Shoot and Omniwedge delivery.

This license enables automatic sequential delivery of beams and segments, during radiation the gantry and MLC are static.

Desktop Pro™ R7.01 uses the dosimetry hardware with in the Linac Control System to control the point at which the irradiation stops and the MLC moves. This results in exceptionally accurate delivery of dose per MLC shape.

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1 **Extended Service License for Desktop 7**
Optional Software License providing enhanced features.

This license allows the user extra service tools/functionality.

1 **Software license for MLC Monitoring**
It provides the facility for motor current feedback to the Desktop Pro, via the MLC electronics assembly.

Two new parts of the leaf items (Items 2080 to 2159) are introduced.

A temperature sensor and leaf power supply monitoring is also provided.

1 **Software license for Camera Gain Control**
The image gain of the camera will be adjusted by an item part value i.e. camera iris item part value.

This will also offer improvements from a service view i.e. the output from the camera can now be adjusted from the Desktop Pro™ as opposed to the present manual adjustment procedure.

1 **Table ASU License**
In addition to normal linac ASU the user is able to separately request the auto setup of the table iso-center from inside and outside the room.

1 **Software license Linac Record to file**
The Software license Linac record to file offers the user the option to configure the Linac (in Service Mode) the data to be filed rather than to a printer.

1 **S/W Lic Linac Record**
Software license for the linac record option.

1 **iCom connection to an external PC**
iCom-Vx is a network connection between the linac and an external system which provides real time information about the linac status.

1 **iCom Test Software**
Test kit for iCom Fx and iCom Vx
This comprises the test software to verify the correct operation of the networking hardware.

1 **iCom IMRT**
iCom-Fx is a network connection between the linac and an external system which enables a third party verification and recording system to send IMRT step and shoot (PreciseBEAM®) parameters to the linac for verification and treatment.

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ELEKTA SYNERGY® PLATFORM SERVICES

1 **Applications Training for Standard Therapy on the Desktop**
The 2-day Standard Precise Desktop Course (travel time inclusive) provides training for 4 Radiation Therapists in the clinical use of the Precise Desktop Digital Linear Accelerator. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

1 **IntelliMax™ Connect License for Desktop Pro™**
IntelliMax™ Connect is compatible with Elekta Desktop Pro™ R6.0 onwards.

SER IMX CON 0010 provides only the license for using Connect on a Desktop Pro™ LCS.

IntelliMax™ Connect also requires an internet connection to the host device. This means that each LCS will require a direct internet connection opening secure port 443 (https).

1 **IntelliMax™ Connect License for iViewGT™**
IntelliMax™ Connect is compatible with iViewGT™ R3.4 onwards.

SER IMX CON 0050 provides only the license for using Connect on iViewGT™.

IntelliMax™ Connect also requires an internet connection to the host device. This means that each iViewGT™ control PC will require a direct internet connection opening secure port 443 (https).

Elekta Intellimax™ enables Elekta to provide remote service and diagnostics to you and in order to get full functionality of Intellimax™ you agree that Elekta may automatically update the Intellimax™ Software during the term of your warranty and any future service agreement.

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SITE PREPARATION

Qty	Description
1	**Power Distribution Unit for Elekta® Linear Accelerator - 480 Volt Input**

The PDCU incorporates a transformer, output circuit breakers, filtering for high frequency noise, distortion, and transient pulse suppression, in one cabinet. This reduces site preparation costs and complexity for the customer.

Power Distribution Units (PDU) provides certain conditioning qualities to the power coming into the machine addressing inconsistencies that can affect machine operation.

This product may also be purchased directly from Teal Corp. www.teal.com

1 **Standard Rigging & Handling**
Basic rigging of Linac to first floor or ground floor location. Elekta will provide the necessary crew to offload, uncrate, rigging and machinery moving required to set system as per plan, and remove debris. Basic rigging excludes use of a crane or rigging down an elevator shaft.

Standard Rigging includes:

- Make one pre-installation site visit and delivery project management.
- Drill holes for equipment fasteners
- Supply a 12,000 lb capacity forklift during the off loading procedure.
- Stage and uncrate the linac machine, move all components into the facility, and set as directed.
- Remove and dispose of all packaging that will not be reused.
- Transport the base, gantry and beam arm into the facility/bunker on transport trolleys supplied by Elekta.
- Set the base frame in place (Elekta will level).
- Set the gantry drum onto the base frame.
- Set beam arm into the gantry.
- Install counterweight holder and stack the counterweights.
- Supply a manual gantry lifting system to perform aforementioned setting activities and all necessary tools.
- Supply a crew, including a rigging supervisor.
- Include the cost of all associated resource and expenses, including related travel time.
- Complete all rigging activities in a single day.

Standard Rigging excludes:

- Crane service.
- Elevator, or shaft deliveries.
- No clear access to the building (exterior).
- Interior obstruction en route to treatment room.

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- Any shoring needed to protect the structure from the weight of the system.
- Any shoring and/or plating needed to build temporary dock or landing area for the unit.
- Extra long delivery routes, distances in excess of 150' from offload site to the treatment room.
- Overtime, weekend, premium time, unless Weekend Rigging selected.
- Additional travel expenses should the project exceed the time allotted in this scope for reasons beyond Elekta or our contractor's control.
- Additional man-hours, manpower, travel expenses, or equipment required due to delays caused by incorrect site preparation, waiting time, or delays not caused by Elekta or our contractor will be itemized and billed to the customer at then current rates.

1 **A Frame for Installation/Service**
Includes:
- A Frame
- Trolley
- Hoist (pulley)
- Delivery
Note: Not required if iBeam is in place.

1 **Medical Gases (SF6 and Nitrogen) for Installation and Service**
Includes:
- 44-liter cylinder for SF6 gas
- 115 lbs of SF6 gas
- 16-liter cylinder for Nitrogen (N2) gas
- Nitrogen (N2) gas
- Regulator 0
- Delivery

1 **Room Lasers, Green, Remote**
Laser patient alignment system, green lines with remote control adjustment.
Set of 4 Green Room lasers.
Comprising 3 crosshair and 1 line sagittal laser.
Featuring extremely fine lines (< 1mm), high precision adjustment at the isocenter and easy to install, stable mounting bracket.

Inclusive of switchable (110v to 240v) Power Supply and universal main adaptor and remote hand-held controller.

1 **Close Circuit TV System-Color**

1 **Intercom System for Patient and Radiographer Communication**
The MP-S Alphone® System consists of:
1. Single Master Station located in the treatment control station room for the radiation therapist use.
2. Substation - This will be mounted on the wall in the treatment room. The substation is hands free and will carry the patient's voice back to the Master Station.
3. A ceiling frame with speaker to be mounted in the ceiling of the treatment room and transmit the therapist's voice inside the treatment room.
4. A power supply, 24V transformer, and 100 feet of shielded cable.

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THIRD PARTY ACCESSORIES

Qty	Description
1	**Electron Beam Field Shaping System** For use with Electron applicators from Elekta and allows the user to easily provide Electron Beam field shaping. The system comprises: - A Universal leveling template with an adjustable arm for securing styro-foam inserts - Set of five (5) rubber molds compatible with Elekta Electron applicators - 6cm x 6cm - 10cm x 10cm - 14cm x 14cm - 20cm x 20cm - 25cm x 25cm - Proviced as part of the system is one (1) Hot Wire Cutter.
1	**Open Air Graticule - 1 cm** The Open Air Graticule is intended to be used for Radiation Therapy to project a scale of defined increments on port film images which can aid in treatment setup and verification. This Graticule can remain in the head of the machine while the patient is being treated.
1	**Beam Block Tray - Star Pattern (Set of 10)** Beam block tray with holes in a star pattern. Trays are designed with threaded, removal plugs for the coding of each block. Specially designed for use with the EOS shadow tray assembly.
1	**Model Linac IEC 61217:1998 scales** Used as an accessory to help visualize treatment plans. Moving gantry, collimator rotation, table longitudinal movement, with table isocenter and column rotation. Scales: gantry, collimator, MLC leaves, table isocenter.

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CLINICAL AND TECHNICAL EDUCATION

Qty	Description
3	**Elekta® - IGRT Clinical Training Course**

To provide clinical understanding of the use of 4D image guided radiation therapy and give practical guidelines in the use of Elekta Infinity.

Content

- Introduction to IGRT - clinical experience and benefits
- General clinical workflows
- Image acquisition - calibration and basic QA
- Data communications (**TP-XVI**)
- Image registration
- Set-up deviation handling - decision rule - table correction
- Protocol - correction of error
- Practical workflows (on/off-line)
- Lectures on different clinical indications (pelvis, lung, head & neck and breast)
- Practical hands-on
- QA sessions and planning

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

Training centers and duration

2-3 day course at:

- The Netherlands Cancer Institute (NKI/AVL), Amsterdam, the Netherlands
- Princess Margaret Hospital, Department of Radiation Oncology, Toronto, Canada
- Swedish Cancer Institute, Seattle, Washington, USA
- Or an alternate collaborating training hospital.

Target group

- Radiation Oncologists
- Physicists
- Radiation Therapists/Radiographers

Pre-requisite

None

Further information

info.education@elekta.com <mailto:info.education@elekta.com>

Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

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Tel. (770) 300-9725 Fax (770) 300-9779

QUOTATION

Dated: October 22, 2009

Valid 30 days from date of issuance.

Quotation Number: USRWI00000248 **Version: 3**

SUPPORT FUND

Qty	Description
$6,000.00	**Customer Travel Support** Funds that are granted for customer travel, meals, and expenses to industry related activities (e.g. ASTRO attendance, IGRT training, local symposia, etc.). This fund is limited to the amount shown and must be distributed within 24 months after equipment acceptance.

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ADDITIONAL ITEMS:

1 **iBEAM® evo CT Overlay Philips BCT (P10105-169)**

1 **iBEAM evo Extension 415 (P10105-412)**

BODYFIX® COMPONENTS

1 **Indexing Bar 14 (set of 3)**
The Indexing Bar 14 can be placed on the base plate or the iBEAM® at different positions, and can be used to position the blue bags or other accessories.

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HEXAPOD EVO RT COUCHTOP

Qty	Description
1	**HexaPOD™ evo RT CouchTop with iGUIDE® Tracking System** This package can be used for a Precise as well as for a Elekta Synergy® or an Elekta AXESSE™. This package supplies the user with all the necessary hardware and software for a complete HexaPOD™ evo RT System installation. The package consists of **HexaPOD™ evo module** is fixed directly to the Precise Table system. Cables from the back of the HexaPOD™ evo module pass via an IGUS protector to the power and data connectors on the Precise Table back plate. **Carbon Fiber Couchtop** is integrated to the HexaPOD™ evo module with an indexing system 14 matching the IPPS indexing. The tabletop comes with indexing bars, the iBEAM® evo Head & Neck Extension E and the iBEAM® evo prostate extension. **In Room Monitor with Keyboard and Mouse Kit** to provide the user in the treatment room with patient details and HexaPOD™ evo geometric set up data. The keyboard and mouse allows the user to operate the software from within the room. Note: There is no wall mounting device for the monitor, keyboard and mouse in the treatment room included in this package. This needs to be ordered additionally. **Infrared Cameras** (twin set) are used for monitoring the fiducial markers on the iGUIDE® Ref Frame fitted to the tabletop. The camera feeds information back to the iGUIDE® software with an accuracy of positioning to 0.2 mm and 0.1 degree. **iGUIDE®** software uses a clinical workflow process to guide the user from calibrating the system to setting up the table position for patient treatment, including relative table movement. The User GUI has a XVI correction window to match the error detection window in the planning software. The error coordinates are entered into iGUIDE® Software and the system calculates the movement required to correct for this set-up deviation. The table is moved to the new coordinates remotely from outside the treatment room by depressing the enable button. **The iGUIDE® Ref Frame** is designed to hold the array of fiducial markers outside the treatment volume in constant view of the infrared cameras maintaining the high accuracy as stated above. The position is recorded and verified by the iGUIDE® software. The set-to-work of the HexaPOD™evo RT System is perfomed by the **iGUIDE® "Set-to-Work" Phantom.** **Phantoms:** For the Elekta Synergy and the Elekta Axesse™ an Adaptor Kit - Phantoms to BEAM Table Top (MRT 9931) is requested. **PSS Upgrade:** It is absolutely necessary that the Precise Table is equipped with the PSS Upgrade (MRT12711) to connect the HexaPOD™ evo RT CouchTop. An upgrade requires a Park Frame to support the Table during installation and utilized by service. A Frame will be required by installation engineers to lift the table and module during installation if there is no beam or if the room is small.

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Site Planning: A site plan needs to be completed and very large or small rooms will have an increase cost for the modification to the standard position and localization of the in room monitor and keyboard.

1 **HexaPOD™ evo RT System Training**
The 2-day HexaPOD™ evo RT CouchTop and IGUIDE® course (travel inclusive) provides training for 4 Radiation Therapists in the clinical use of the HexaPOD™ evo RT CouchTop and iGUIDE® software. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

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CLINICAL AND TECHNICAL EDUCATION

Qty	Description
2	**1st Line Service Training - Technical**

Objective
A competent student will be able to:
- Describe the basic operation of the linear accelerator
- Identify all major assemblies, components, areas, and hazards on the machine
- Interrogate the software for simple diagnostic information
- Fault find and repair the low level interlock systems
- Check and set the machine optical systems and services

Content
- Course introduction
- Safe working practices
- Machine geography
- Control systems
- Interlocks & supplies
- Principles of operation
- Isocenter checking
- Services

Pricing Includes:
- Tuition for one user

Pricing Does Not Include:
- Airfare
- Hotel
- Travel related expenses

Assessment
Five theory assessments and practical assignments.
Training centers and duration
5-day course at a customer site in Europe, USA or Asia.
Target group
- Hospital physicists
- Hospital engineers
- Elekta and distributors

Pre-requisite
None
Further Information
Contact the local Elekta business unit or representative. Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

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MLC NON OBSOLESCENCE

Qty	Description
1	Non-Obsolescence Insurance for Elekta MLC's

Elekta agrees to provide a non obsolescence option for the Elekta MLCi or Beam Modulator MLC's hardware for 12 months from the date of shipment. Should Elekta, during the aforementioned period, develop and make commercially available for sale and distribution in the USA any change in the MLC leaf number and pitch from the software features and/or functionalities purchased on this quote for the Elekta Desktop Control System, Elekta agrees to make such improvements available to Buyer at no additional charge. The non obsolescence insurance covers only hardware and software improvements running on the Elekta Desktop Control System. Should Buyer elect to exercise this one time option, the Buyer shall provide access to the machine during normal working hours for the purpose of installing and acceptance of any such hardware or software. Any additional costs for customer support agreement increases (if any) are not included in this insurance protection.

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OPTIONAL: ADDITIONAL ITEMS

Qty	Description
1	**Water Chiller for Precise Digital Accelerator** Closed Circuit Water Chiller. Provides cooling water for the SL Series heat exchanger water circuit. The cooler uses Ozone friendly, "R134a" refrigerant gas in line with the latest protocols and local regulations. Will operate with a constant heat output to air of 12KW at 40 Celsius ambient air Temperature. Comprising: Water Chiller Water Hose Note: Chillers require the customer to provide a licensed contractor to perform installation and "Start-Up" functions.
1	**Quick Connect Panel for indoor installation** Includes: - Temperature gauges - Pressure gauges - Filter - Flow gauge - Auto switch over to city water (includes low flow and high temperature interlock)

List Price: $67,023.00 USD

Offer Price: $61,192.50 USD

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OPTIONAL: BODYFIX®

Qty	Description
1	**BodyFIX® 14 immobilization System Light 120v** This is a system for immobilization and accurate repositioning of the patient from planning to treatment delivery. It is ideal for use with IGRT for dose escalated hypofractionated treatment delivery. The following items are included in this configuration: (2) BodyFIX® Cover Sheet HIP plus with sleeve (set of 5); (2) BodyFIX® Cover Sheet THORAX with sleeve (set of 5); (1) BodyFIX® Cover Sheet TOTAL BODY with sleeve (set of 5); (2) BodyFIX® Hygienic Drape Vacuum Manifold Tube; (1) BodyFIX® Adhesive Tape Standard; (1) BodyFIX® Vacuum Set P2 115v; (1) BodyFIX® Basic Accessories Set; (2) BodyFIX® 14 HIP plus Fixation Set STANDARD; (2) BodyFIX® 14 THORAX T-Shape Fixation Set STANDARD; (1) BodyFIX® 14 TOTAL BODY Fixation Set STANDARD; (1) BodyFIX® Spare Part Kit P2 120V;
1	**BodyFIX® Training** The 1-day BodyFIX® system course provides training for 4 Radiation Therapists in the clinical use of the BodyFIX® system. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

List Price: $37,973.32 USD

Offer Price: $30,430.00 USD

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OPTIONAL: ELEKTA HEADFRAME SYSTEM

Qty	Description
1	**Elekta Esarte™ Frame** Elekta Esarte™ Frame is a relocatable head frame for SRT treatment of targets in all parts of the brain, and the head above the hard palate on an Elekta Digital Accelerator. - Based on world renowned Leksell® Coordinate G frame system - Largest relocatable head frame size currently on market - ease of patient positioning and removal - Vacuum mouthpiece system for increased repositioning accuracy - Controlled release mechanism for vacuum mouthpiece system - Optional thermoplastic mask fixation for patients unable to manage vacuum mouthpiece system - Target positioner with individual marker sheets for laser alignment and to target coordinates if used. Elekta Esarte™ Frame, consists of: Esarte™ Frame Head rest Release clip set Vacuum head cushion set Spacer plate set - 1 of 25mm, 5 of 1mm Elekta Esarte™ Frame Instructions for Use Doc no 017222
1	**Target Positioner** The target positioner provides a coordinate grid for alignment of the accelerator in-room laser system to the target coordinates thereby assisting accurate and reproducible positioning. A set of 3 marker sheets are also supplied which further enhance individual patient set up by providing a visual check of the beam shape and positioning. Target Positioner comprises: 1 Top Frame 1 Left side plate assembly 1 Right side plate assembly 1 Front plate assembly Fixing screws (10 pieces) Screw (10 pieces) 4 Attachment clips Marker sheet set Target Positioner Instructions for Use
1	**Elekta Accelerator Table Top Fixation** The Elekta Accelerator Table Top Fixation allows attachment of the Elekta Esarte™ Frame and the Leksell® Coordinate Frame G to the C-Arm Table top, and also with the Indexed Carbon Fiber Table Top in conjunction with the Head Frame Board.

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The Elekta Accelerator Table Top Fixation comprises:
Frame Adapter with extension
Elekta Accelerator Table Top adaptor
2 Knobs
Elekta tabletop fixation Instructions for Use Doc No 017224

Attachment in this configuration is via side rails on the C-Arm Table Top of the Head frame board.

The Frame adapter with extension can also be directly screwed into the Head Frame Board if the customer prefers.

1 **Vacuum mouthpiece based fixation system**
Fixation accessories that provide the vacuum mouthpiece fixation method when used with the Elekta Esarte™ Frame.

Vacuum mouthpiece based fixation system, Comprises:
Front piece - 0mm
Front piece - 12.5mm
Front piece - 25mm
Front piece - 37.5mm
(Note that additional Front pieces can be ordered separately.)
Mouth piece bracket set
3 securing bars
Mouth piece clamp set
2 sets of securing screws
Set of storage boxes (w 378mm, d 277mm, h 145mm, weight 480g)
Head fixation kit including mixed sizes mouthpieces, dental impression material and adhesive
Patient fixation items including 10 saliva stops, extruder gun, and securing tool.

1 **Preparation Support**
Supports the Elekta Esarte™ Frame enabling preparation of initial patient set up away from the accelerator treatment room.

Clear Perspex preparation support ideal for use in a side/moulc room.

1 **Vacuum Pump 115v**
Vacuum pump for maintaining the vacuum with the mouthpiece.

1 **Thermoplastic mask - large**
Material to produce patient specific mask to immobilize the head while undergoing treatment in conjunction with the Elekta Esarte™ Frame.

The thermoplastic mask option is recommended for use with patients who are unable to tolerate the vacuum mouthpiece system. Reproducibility accuracy is reduced with use of the thermoplastic mask option in conjunction with the Elekta Esarte™ Frame compared to the use of the vacuum mouthpiece system.

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1 **Thermoplastic mask - small**
Material to produce patient specific mask to immobilize the head while undergoing treatment in conjunction with the Elekta Esarte™ Frame.

The thermoplastic mask option is recommended for use with patients who are unable to tolerate the vacuum mouthpiece system. Reproducibility accuracy is reduced with use of the thermoplastic mask option in conjunction with the Elekta Esarte™ Frame compared to the use of the vacuum mouthpiece system.

1 **Isocenter Alignment Tool**
The isocenter alignment tool provides the hardware to support performance of the Winston-Lutz test.

Includes Isocentre Alignment Tool Instructions for Use Doc No 017225.

1 **iBEAM® evo Esarte® adapter**
The iBEAM® evo Esarte® Adapter provides the interface between the iBEAM® evo Couchtop and the Elekta Esarte® Frame or the Leksell Co-ordinate Frame G System.

1 **Elekta Head Frame System application training**
A 2 day application training at customer site, on use of Elekta Head Frame System for intra-cranial treatment delivery.

The aim of the courses is to train the operators of the system, in the use of all components of the system relevant to patient fixation.

Course Content

Patient Fixation 2 day onsite training course for a maximum of 4 operators
- Hardware components
- Fixed Head Frame
  - Attaching the head frame
- Re-locatable Head Frame
  - Making the shell
  - Making the bite block
- Fiducial markers
- Scanning a phantom in the Head Frame
- Importing the scans into the planning system
- QA
- Setting up the phantom for treatment delivery
- Safety, quick release features

Hardware and functionality covered is dependent on customer site configuration

List Price: $99,531.00 USD

Offer Price: $53,507.50 USD

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OPTIONAL: ONCOLOGY SERVICE AGREEMENT ADVANCED FIVE (5) YEARS

Southeast Missouri Hospital

Site: N/A
Cape Girardeau, MO

Covered Equipment List

Model	Serial Number
Elekta Infinity™ System	-
MicroMLC	-

List Hardware Maintenance & Support Service Fee:	**USD**	**1,056,240.00**
Applicable Discount		**25.00 %**
Offered Hardware Maintenance & Support Service Fee:	**USD**	**792,180.00**
Term(s) in Years		**5**

		Periodic Payment		Annual Amount
Annual Payment (IN ADVANCE)	**USD**	**158,436.00**	**USD**	**158,436.00**
Bi-Annual = 2%	**USD**	**80,802.36**	**USD**	**161,604.72**
Quarterly = 4%	**USD**	**41,193.36**	**USD**	**164,773.44**
Monthly = 6%	**USD**	**13,995.18**	**USD**	**167,942.16**

NOTE: PRINCIPLE PERIOD OF MAINTENANCE: Monday through Friday 8:00 a.m. to 5:00 p.m., excluding Elekta Scheduled holidays (see attached holiday schedule).

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Advanced Precision Service Package

CUSTOMER SUPPORT

On-Site Preventative Maintenance Program
- Three Preventative Maintenance Inspections performed to manufacturer's recommendations
- Performed during the principle period of maintenance (PPM) of 8:00 a.m. - 9:00 p.m., excluding Elekta scheduled holidays
- A preventative maintenance report will be left on-site identifying those areas that require servicing so a service call may be scheduled

Customer Call Support
- 24 hours / 7 days per week
- Staffed by Elekta-trained Customer Support Engineers able to resolve first-line service issues
- A response time of 30 minutes by phone and 4 hours for an on-site service call is the goal for the local service engineer (FSE)
- Field Service Engineers complete up to 8 weeks of factory certified training courses
- Engineer competency is confirmed by written exam
- Engineer located regionally for quicker response time
- Service report left on-site for hospital's records
- Principal period of maintenance for Precision Support Agreement customers is 8:00 a.m. - 9:00 p.m.
- Please call 1-888-242-7171 to place a service call

Labor Billing Rate
- Labor included during principle period of maintenance. For outside contract hours, please refer to Labor Rate Billing Policy

Spare Parts
- Includes all replacement parts with installation - including glassware i.e., Magnetrons Thyratrons, Electron Guns, MLC cameras, iViewGT® amorphous silicon panel, and XVI Imaging Panel
- All parts are factory certified
- Stocked in four regional distribution centers
- Supplied by FedEx® Next Day, when available

Uptime Guarantee
- Elekta guarantees that the Radiation Therapy delivery system will achieve a 98% or better uptime as described within the uptime performance guarantee.

Hardware
- Mandatory releases supplied and installed free of charge
- 10% discount on upgrades

Software
- Mandatory releases supplied and installed free of charge
- Free performance software
- 15% discount on functional software

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Technical Assistance Group (TAG)
- Comprehensive service support through telephone support and the latest updates in remote monitoring
- TAG and Field Service Engineers work together to address in-depth service issues
- Customer requirements are to install and maintain a direct dial analog phone line, allow Elekta personnel access to equipment, and provide an on-site user that is familiar with service mode and machine geography

Annual Application Refresher Course
- Ensure peak patient throughput from high staff operating efficiency
- One-day refresher training session includes clinical audit
- Provided by exam certified Application Specialist
- Scheduled through Applications Manager
- Two (2) months advanced notice is requested

Preferred Parts Allocation
- Advanced customers take priority delivery of high usage spare parts
- Confident of lowest possible down time due to parts delivery
- Delivered FedEx® Next Day, when available

OPTIONAL: Additional Elekta Service Offerings

Biomedical/In-House Training
To optimize response time and to utilize highly skilled in-house staff, Elekta can provide 'First-Line' training. Because a number of Accelerator faults are relatively simple and quickly resolved with some appropriate training, Elekta's First-Line training course is specifically taught to resolve these issues quickly and safely. The training also demonstrates how to enable effective communication between the trained Customer and our Technical Support Specialists. This is especially effective when using Elekta's Remote Support offering. In-House Training is provided at a twenty-percent (20%) discount to Full and Advanced Service agreement customers.

Pre-paid Block of Hours
In combination with the offerings above, Block of Service Hours is an additional option to meet your service requirements. This gives the benefit of a known figure for budgeting purposes and a reduced hourly rate when compared to Elekta's time and material rates. These are provided in 100 and 50-hour increments. These block of hours are valid for one (1) year and Elekta will advise on the most suitable offering for your configuration.

Extended Hours
For those departments with considerable clinical demands, the extended hours option is available. Service can be scheduled from 8:00 am until 12:00 am without incurring any additional overtime charges.

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Customer Service Up-time Guarantee

Advanced Service Agreement
98% Up-time Performance Guarantee
Radiotherapy Delivery Systems

Elekta guarantees that the Radiotherapy Delivery system described on the Advanced Customer Support Agreement will achieve a 98% or better up-time as described within this document. This guarantee will be in effect starting on the commencement date of the customer support agreement.

Up-time statistics will be evaluated for each successive twelve (12) month agreement period. If the Radiotherapy Delivery system listed fails to achieve the 98% up-time criteria, then the following year's Advanced Customer Support Agreement will be reduced according to the following schedule:

UP-TIME	REDUCTION
98.0 - 100%	None
95.0 - 97.9%	3%
90.0 - 94.9%	5%
80.0 - 89.9%	10%
79.9% and below	20%

Terms

1. The above-mentioned reduction in the succeeding year's Advanced Customer Support Agreement shall be the sole and exclusive remedy for any failure to meet the 98% up-time performance guarantee. Should the customer elect not to purchase a subsequent customer support agreement, then the 98% up-time guarantee will not apply.
2. Up-time will be calculated using the following formula:

$$\text{UP-TIME} = \frac{\text{BASE TIME} - \text{DOWNTIME}}{\text{BASE TIME}}$$

BASE TIME - the total of all the principal period of maintenance hours less all hours of planned maintenance that are performed during the principal period of maintenance.

DOWNTIME - the time when the Radiotherapy Delivery system is inoperable to the point where the system can not be used to treat patients. Downtime will be calculated during the principal period of maintenance and commences when the customer notifies the designated service facility that the Radiotherapy Delivery system is inoperable and available for service. Downtime ends once repairs have been completed and the Radiotherapy system is again available for clinical use.

NOTE: The installation of system modifications, improvements and/or updates as scheduled by mutual agreement of both parties will not be considered downtime.

1. The customer agrees to maintain a system logbook to document performance. Periodically, Elekta will review the logbook and through a dialogue with the customer reach a consensus regarding downtime period to date.
2. Repairs and adjustments required as a result of items beyond Elekta's control, including but not limited to: damage through misuse, operator error, failure of environmental systems, power failure, and acts of God, will be excluded from downtime calculations.
3. This up-time guarantee will only remain in effect as long as the Elekta Radiotherapy Delivery system is continuously supported by an Elekta Advanced Customer Support Agreement.

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Glassware Parts List

Standard Magnetron	$ 41,310.68
FastTraQ Magnetron	$ 44,331.53
Thyratron	$ 16,879.28
Electron Gun	$ 15,129.67
MLC Camera	$ 17,886.52
iView Camera	$ 19,253.62
iViewGT Amorphous Silicon Panel	$122,000.00
XVI Imaging Panel	$232,130.00
X-ray Tube	$ 24,780.00
Image Intensifier	$178,000.00

Glassware replacement parts are provided for no additional charge to the Advanced Service Support Agreement Customer.

All other customers will be subject to the above parts pricing.

Glassware parts are factory certified and warrantied for a maximum clinical uptime. They are stocked in regional distribution centers to ensure next day delivery.

*Prices subject to change without notification.
**Supplied when available by Fedex, a preferred Elekta carrier.

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Elekta Oncology Labor Rate Billing Policy

Effective March 31, 2009

Please contact Elekta Customer Support Service Center at 1-888-242-7171 to place a call for Onsite Service or Remote Support. Have your Elekta site number and a purchase order available to schedule service.

Regular time: 8:00 a.m. to 5:00 p.m.; Monday - Friday, (*excluding Elekta observed holidays*)
Overtime: 5:00 p.m. to 12:00 a.m.; Monday - Friday, 8:00 a.m. to 12:00 a.m. Saturdays (*excluding Elekta observed holidays*)
Double-time: 12:00 a.m. to 8:00 a.m.; Monday - Saturday, all day Sunday and Elekta observed holidays

Labor billing includes on-site labor and related travel time with a two (2) hour minimum. Intermittent problems are not covered under repeat service calls and are billed at time and material rates. Travel time is charged portal to portal at the same rate as hourly service. When applicable, overtime rates apply. **Billing rates are not discountable.**

Products Billing Rates - Oncology Products
Hourly Billing Rates for Time and Material Customers 8:00 a.m. - 5:00 p.m.

	Regular Time	Overtime	Double-time
Oncology Products	$385.00*	$577.50*	$770.00*
Phone Support per hour (1 hr minimum)	$385.00	$577.50	$770.00

**Plus expenses*

Billing Rates for Contract Customers, if applicable
Principal Period of Maintenance is 8:00 a.m. - 5:00 p.m.

	Regular Time (if applicable)	Overtime	Double-time
Oncology Products	$300.00*	$450.00*	$600.00*
Phone Support 24x7	$300.00	$450.00	$600.00

**Plus expenses*

Time & Material Rates for Preventative Maintenance Inspections	Cost Per one PMI*
Digital Linear Accelerator PM for months 4 or 8. Includes labor, round trip travel, and expenses during business hours (8:00 a.m. - 5:00 p.m.).	$ 12,000.00
Digital Linear Accelerator Annual PM for month 12. Includes labor, round trip travel, and expenses during business hours (8:00 a.m. - 5:00 p.m.).	$ 16,000.00
Simulator	$ 8,500.00

*Parts are not included in PMI rates

The Principal Period of Maintenance is 8:00 a.m. - 5:00 p.m.
PMs are excluded

Blocks of Hours	Totals
50 hours ($370.78/hr)	$18,539.00
100 hours ($329.60/hr)	$32,960.00

*Hours (labor and travel) will be deducted according to the time period in which they were used i.e. 1 hr/straight time, 1.5 hr/overtime and 2-hr/double time. Hours unused during a 12-month period will be forfeited.

Parts
All Elekta factory certified parts and current pricing are available by calling the Customer Support Service Center at 1-888-242-7171. Parts prices and availability are subject to change without notice.

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Conditions of Time and Material Services

Elekta customers who have chosen not to select one of the Elekta Field Service agreement offerings are subject to the Time and Materials Conditions of Service. Under these conditions Elekta customers must acknowledge and agree to the attached Elekta Billing Policy and Service Terms and Conditions. Please have an authorized representative carefully review the attached documents, initial each page, and complete the signature and date sections below.

When complete, mail this form to:
Attention: Service Contract Administrator
Elekta, Inc.
4775 Peachtree Industrial Boulevard
Building 300, Suite 300
Norcross, GA 30092

I have received the Service Time and Materials Conditions information and agree to its contents.

Signature:_____

Name (Print):_____Position:_____

Hospital Name:_____Date:_____

Address:_____

_____

Encl. - Elekta, Inc. Billing Policy
Elekta, Inc. Service Terms and Conditions

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Elekta, Inc.
4775 Peachtree Industrial Boulevard
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Tel. (770) 300-9725 Fax (770) 300-9779

QUOTATION

Dated: October 22, 2009

valid 30 days from date of issuance.

Quotation Number: USRWI00000248 **Version:** 3

ELEKTA, INC.
HOLIDAY SCHEDULE
2009

NEW YEAR'S DAY	**THURSDAY, JANUARY 1st**
MEMORIAL DAY	**MONDAY, MAY 25th**
INDEPENDENCE DAY	**SATURDAY, JULY 4th (OBSERVED FRIDAY, JULY 3rd)**
LABOR DAY	**MONDAY, SEPTEMBER 7th**
THANKSGIVING DAY	**THURSDAY, NOVEMBER 26th**
DAY AFTER THANKSGIVING	**FRIDAY, NOVEMBER 27th**
CHRISTMAS EVE	**THURSDAY, DECEMBER 24th**
CHRISTMAS DAY	**FRIDAY, DECEMBER 25th**

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Prepared For:

Southeast Missouri Hospital
Attn: Trent Mullis

1701 Lacey St.
Cape Girardeau, MO 63701
US

Site:

Same as customer

Presented by:

Ron Wilcox
Regional Oncology Sales Support Specialist
4775 Peachtree Industrial Boulevard
Building 300, Suite 300
Norcross, Georgia 30092
Phone: 770-300-9725 ext. 3019

Elekta, Inc. ("Elekta") is pleased to submit the following Quotation for the products and/or services in this Quotation Specification at the prices set out below:

Elekta Infinity **List Price: $ 6,196,659.90 USD**

1. Subject to Elekta, Inc. Terms & Conditions.

2. State, local and other taxes, and Import/export licenses are not included in this Quotation.

3. The price under this Quotation reflects a discount of $4,067,685.44 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

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ELEKTA INFINITY

Qty	Description
1	**Elekta Infinity™ System** Elekta Infinity™ is the definitive Volumetric Modulated Arc Therapy (VMAT) treatment solution. Volumetric Modulated Arc Therapy (VMAT) combines software and hardware innovations that allow delivery of Volumetric Intensity Modulated Radiation Therapy which enables simultaneous and dynamic movement of MLC whilst rotating the gantry in combination with varying the dose rate, gantry speed and or collimator angle to deliver a highly conformal dose. This offers opportunity for: • Exceptionally Fast Treatment Delivery • Precise Dose Control for critical structure avoidance and optimal target coverage • Increased patient throughput This advanced delivery capability is further enhanced by the inherent Elekta X-ray Volume Imaging System (XVI) included with this system. Elekta Infinity™ consists of a dual modality digital accelerator, providing a comprehensive range of both x-ray and electron energies to satisfy the requirements of external beam radiotherapy. The Elekta Infinity™ Digital Accelerator offers an unrivalled choice of up to three different x-ray energies between 4 and 18MV and up to 9 electron energies between 4 and 22MeV. With a Low isocentric height (124cm) the Elekta Infinity™ Digital Accelerator is designed for optimum clinical usability. . Elekta Infinity™ is remote system diagnostic ready and will function with the optional Elekta IntelliMax™ service monitoring and support system. Elekta IntelliMax™ service monitoring and support system is enabled through software and is available during the original system warranty period or through purchase of an Elekta Advanced Service Agreement. The Precise Table provides smooth, quiet operation for positioning the patient during clinical procedures. It comprises a vertical lift mechanism, couch base and the control system. Elekta Infinity™ includes the iViewGT™ MegaVoltage Portal Imaging System and the XVI (X-Ray Volume Imaging System) for KV based 3-D volumetric imaging. **Elekta Infinity System - following features and options are included:** - Advanced Linear Accelerator design on robotic drum structure. - Traveling wave guide with 20 years warranty. - High power rapid tuning magnetron with full 24 months warranty. - Precise Desktop control system Windows based. - Quick-Mode Treatment Delivery. - Integrated Auto-Wedge providing any wedge angles from 1 to 60°. - Two in-room monitors, mounted on both sides of the linac for easy of accessibility

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- Arc therapy capability for both photons and electrons.
- Arc therapy in clockwise and counter clockwise directions.
- Assisted set-up mode (ASU) of linear accelerator patient parameters
- Mechanical front pointer.
- On board diagnostic mode for system calibration and on screen fault analysis.
- Shadow tray for shielding blocks.
- Hand Held Controller.
- Basic essential spare parts kit.
- On site application training.

Precise Treatment Table
- Patient weight capacity up to 440lbs.
- Dual table side movement controls.
- Extended vertical range of 66cm to 176cm (using a C-Arm top).
- Longitudinal movement 0 to 100cm.
- Lateral movement +/- 25cm.
- Column rotation +/ 180 degrees.
- Turntable rotation +/- 95 degrees.

1 **MLCi2 Head**

Lower Leakage Precision Multileaf Collimator
The MLCi2 Head offers lower leakage performance over the MLCi, without compromise on the existing clinical merits of that design.

Specifically designed to reduce inter-leaf and intra-leaf leakage, it takes a significant step forward in minimising dose to healthy tissue outside of the collimated area.

With the ever evolving clinical techniques, it is an ideal partner for new functionality such as volumetric arc therapy (VMAT), while still providing high standards of collimation for more conventional applications.

High conformance dose delivery is ensured through the physical characteristics of the head design.

Key benefits include:
- Maximum patient clearance ensuring optimal beam angle flexibility
- Full integration enabling fast and efficient IMRT delivery
- Streamlined workflow through elimination of need for shadow tray blocks
- Full compatibility with major treatment planning systems through IMPAC MOSAIQ
- Constant real-time, beams eye verification of leaf positions ensures beam shaping accuracy
- Unwanted dose to the patient minimized by auto tracking of the back up diaphragms during static and dynamic beam delivery
- OmniWedge capability
- Motorised Autowedge for angles up to 60°
- Lower Leakage performance
- Mechanically Interdigitation ready

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The MLCi2 is the next generation Multi-Leaf Collimator. Utilising the same generic Radiation Head structure of the current MLCi, it retains the same internal and external features, drive, leaf detection and positional feedback, wedge, control and physical dimensions.
However, the distinction between the MLCi and MLCi2 is reflected in the leaf bank re-design and performance.

A one-piece tightly toleranced plan bearing guide provides greater consistency in leaf spacing and the rigidity of these guides coupled to the stiffened leaf bank side plates eliminates bank twist.
The leaves run directly through the steel guide and a coating is applied to the leaf edge to reduce the friction coefficient between the leaf and the plain bearing surface.
The leaf design has changed from the traditional tongue and groove, adopting similarities to the Beam Modulator flat sided leaf deign. Coupled to the tighter tolerancing of leaf spacing, this leads to improvements in inter-leaf leakage.

A unique patterning has been developed and applied to the leaf sides to minimise light reflections
The guide assembly is more compact, allowing for an increase in leaf height from 77mm to 82mm. The addition of more material in the beam path naturally increases the attenuation and consequently yields a lower intra-leaf leakage performance.

The leaves, leaf guides, side plates and motor plates are re-designed, but the motor, nut and lead screw drive module have been adopted from the MLCi. Leaf movements are still achieved by individual geared DC motors using a lead screw and nut drive to the leaf.

Leakage and penumbral performance are optimised by designing in a small tilt within the leaf bank.

The overall design merits of the MLCi2 make it possible to implement the function of interdigitation for every leaf. Control software to support this functionality is expected to be made available in a future release of DesktopPRO control system software.

1 **Desktop Pro™ Mk3I control system**
Control System hardware for the Linear Accelerator, release 7.01

Desktop Pro™ - the Linear Accelerator control system which manages all aspects of the treatment process providing processing and logging for all pertinent Linac patient and machine data. The Desktop Pro™ provides a graphical user interface based on the Windows XP platform. Functional integration into a single workstation ensures security and integrity of the treatment delivery. Desktop Pro™ streamlines operational efficiency and improves patient throughput. The Desktop Pro™ modular software design allows a wide range of options to meet your clinical requirement and provides compatibility with IMPAC Oncology Management System and third party R and V Systems. (Please note USB ports have replaced the tape drive on this model)

1 **Software License Desktop Release 7.01**
Desktop Pro™ R7.01 is the control system software for Elekta Digital Accelerators. As well as providing clinical and service user improvements this software supports the Precise BEAM Dynamic and VMAT license options.

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This is not the definitive list but a guide to the components that the Mark 3i control system will comprise of: -

- Control Processor
- P4, 46mb Ram, RMX operating system
- MLC frame grabber
- Display Processor
- Intel P4 3.0 GHz 1MB cache 800 MHz Memory, Windows XP operating system
- 1024mb memory
- Desktop PC
- 2 x SCSI hard drive, DVD-RW, 3.5" floppy drive
- 5 port USB PCI Card
- UPS
- LCD dose display
- English key board and mouse

1 **6 MV Low Energy Photon**

1 **10 MV Mid Energy Photon**

1 **18 MV High Energy Photon**

1 **6 MeV Electron Energy**

1 **9 MeV Electron Energy**

1 **12 MeV Electron Energy**

1 **15 MeV Electron Energy**

1 **18 MeV Electron Energy**

1 **Factory Data Match**
The option of matching one or more new Elekta® machines to each other and/or to an Elekta® machine already installed on a customer site.

The match is carried out during production of the new machines and the match is made to the factory data recorded in production for the existing Elekta® machine.

1 **Wedge Factor Match**
The option of matching the Wedged profiles and Wedge output factors of one or more new Elekta® machines to each other and to an Elekta® machine already installed on a customer site.

The match is carried out during production of the new machines and the match is made to customer data supplied from the existing Elekta® machine.

Machine number of the machine(s) to be matched: USRWI00000248

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1 **Elekta Infinity System (Covers and double pointer)**
The system is complimented with a unique pearlescent white cover set.
The double pointer kit is a mandatory part of this cover set.

1 **XVI Infinity**
X-Ray Volume Imaging - Integrated kV Imaging System for IGRT on the Elekta Infinity.

The imaging capability of Elekta Infinity System enables the clinician to take full advantage of IMRT dose delivery without the need for implanted target surrogate markers, due to the high visualization capability of all soft tissue structures, target volume and critical structure position. It allows precise registration of the reconstructed image data with the historical CT planning data as a non-invasive procedure.

1 **Elekta XVI software**
The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity range of machines. 2D or optional 3D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator.

It provides the ability to acquire 2D kV images through PlanarView™ or MotionView™ software packages, and sophisticated 3D imaging via the VolumeView™ software package, with image registration tools.

1 **XVI TFT Monitor**
Specification for high resolution 17" Flat Panel Monitor.

The TFT monitor will fit neatly into the linac control area.

It is used to display the high resolution images acquired on XVI, from PlanarView™, MotionView™, and VolumeView™ .

1 **Additional XVI Collimator Cassette Kit**
Additional XVI Collimator kit

Includes;
For VolumeView™ S10 and M15

For MotionView™ 15 x 15

With preloaded Presets

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1 **XVI Bow-Tie Filter Cassette**
Bow-tie filter for XVI for Medium FoV and Large FoV
Dose reduction and image quality improvement
Reduced patient skin dose for VolumeView™ imaging

1 **Kit, XVI Water Calibration**
Water phantom Calibration kit for XVI calibration.
It provides a reduction in CBCT Image ring artifacts in addition to image quality improvements.

The XVI also Includes:

- X-Ray tube – 15/45kW dual focal spot, 0.4/0.6mm
- Fan cooled
- Thermal cut-out switch
- Retractable X-Ray tube support arm
- Manual collimator facility, with interlocked collimator field size facility and X-Ray Volume Imaging filter
- Image acquisition parameters selectable via XVI Workstation User Interface
- 41cm x 41cm Amorphous Silicon panel kV detector mounted on a motorized retractable arm, enables 25cm length 3D volume image data to be acquired in one gantry revolution
- Panel position for X-Ray Volume Image acquisition.
- For VolumeView™ imaging module option - 3 Fields of View X-ray Volume Image acquisition, small, medium, large.
- High performance dual Processor PC for kV and MV Image acquisition. VolumeView reconstruction, and suite of imaging tools.

Includes facility to acquire MV portal imaging via iViewGT™.

1 **40kW kV generator**
The Elekta Synergy® System XVI has an integrated 40kW kV generator which provides multiple setting control via the XVI software. Acquisition parameters are configured within the Preset protocol function in the XVI software, that is User configurable. The generator and X-ray tube have been optimized for the 3D VolumeView™ imaging, as well as radiographic type exposures for PlanarView™ and MotionView™.

kV Generator - 40kW, Radiographic range 40-150kVp(±5%)

1 **PlanarView™ - 2D static single imaging mode**
The PlanarView™ license enables the acquisition of static 2D kV images on the XVI system. Images are displayed, and can be compared to a reference image.

PlanarView™ thus provides similar functionality to existing orthogonal MV portal images for initial patient set-up. The X-rays of PlanarView™ are produced using kV energy range which results in high quality images at very low doses.

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The key visualization advantages offered by PlanarView™ imaging at the time of treatment include:
- quick, low-dose, snapshot images showing dense features;
- lung tumors (high contrast to air);
- bony landmarks (that don't overlie other bony features);
- implanted markers in soft tissue targets; and
- allows for a derived 3D localization through stereoscopic (orthogonal) imaging.

- Mandatory PlanarView™ licenseThe PlanarView™ license enables the acquisition of static 2D kV images on the XVI system. Images are displayed, and can be compared to a reference image. Image annotation tools are available.

- Reference images can be imported via DICOM.

- Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.

- In treatment room display of XVI settings.

1 **Sequence mode Imaging (MotionView™)**
2D fluoroscopic-like imaging.

MotionView™ imaging module helps locate targets that move on a high frequency basis. This becomes particularly critical with the use of small treatment fields or in PreciseBEAM® IMRT application.
Like fluoroscopy, MotionView™ allows evaluation of patient motion while the patient is in the treatment position for optimum treatment delivery.
Developed to address intrafractional organ motion, MotionView™ allows the clinician to visualize patient organ motion for evaluation of field coverage for optimum treatment delivery. Even when a device such as the Elekta Active Breathing Coordinator™ is being employed, MotionView™ is useful for monitoring other motion in the thorax or upper abdomen.

The key visualization advantages offered by MotionView™ Imaging at the time of treatment include:
- real-time movement of dense features;
- lung tumors (high contrast to air);
- bony landmarks that don't overlie other bony features; and
- implanted markers in soft tissue targets.

- Mandatory PlanarView™ license
The PlanarView™ license enables the acquisition of static 2D kV images on the XVI system. Images are displayed, and can be compared to a reference image. Image annotation tools are available. Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.

- MotionView™ license
The MotionView™ license enables the acquisition of 2D kV sequence images. These images can be acquired to monitor organ motion over a specified period of time. Images are then displayed as a movie loop series of images.

Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator.

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1 **Volume mode imaging (VolumeView™)**
3D Volumetric Imaging.

Using **Elekta** 3D volume mode (VolumeView™), clinicians can visualize soft tissue detail in any area of the body.

Elekta VolumeView™ provides volumetric 3D data sets with submillimeter isotropic resolution acquired with the patient in the treatment position.

The system can acquire a complete 3D volume in a single revolution with reconstruction taking place simultaneously with rapid registration against the CT treatment plan image. This allows for optimization of the treatment plan and correction for target shifts due to organ motion and deformation.

The imaging dosage necessary to obtain a VolumeView™ image can be varied depending on the level of contrast required. For prostate imaging, a larger degree of contrast is required to differentiate similar soft tissues in addition to complications caused by low transmission and high scatter, while a VolumeView™ image in the head and neck region would require a lower dose.

Key visualization advantages offered by VolumeView™ imaging at the time of treatment include:

- soft tissue size, shape and position;
- critical organs and tumors;
- bony anatomy and alignment in 3D;
- eliminates the need for surrogate markers;
- ability to minimize the imaging dose; and
- patient outline.

- VolumeView™ License

- The VolumeView™ license enables the acquisition of 3D fully isotropic Volume images.

- Included are acquisition protocol templates for anatomically appropriate acquisition parameter settings to control the X-ray generator. They also include gantry rotation control, and settings for number of projections to be acquired during 3D-volume acquisition.

- Selectable Field of View includes Amorphous Silicon detector position and X-ray collimator setting for 3D-volume acquisition.

- Includes 3D-image reconstruction software.

- Multi planar reconstructed image display, with easy 3D volume explore facility.

- Image display tools, window level/width, Zoom.

- DICOM CT, DICOM RT Image and Structure Set import, DICOM RT Plan import.

- Reference image display.

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- Sophisticated Image registration tools, provide automatic image registration as well as manual registration facility.
- Isocenter display in volume display.
- Reference image structures display overlay onto VolumeView™ image.
- Relative table zero and correction vector display and record.
- In room table zero and relative table position display and operation.
- In treatment room display of XVI settings.
- Image storage facility.
- QA software for geometric calibration of kV to MV system.

1 **DICOM CT export license**
This license enables the customer to export the VolumeView™ images acquired with the XVI as DICOM CT images to an external system such as a third party treatment planning system.

1 **Remote Automatic Table Movement License**
Remote Automatic Table Movement License with either XVI or MOSAIQ
This license enables the user to make the translation correction movements remotely and automatically at the Precise Table. This movement can either take place following an image registration as part of an on-line VolumeView™ imaging workflow or the Precise table can be moved remotely and automatically to coordinates entered into MOSAIQ.

It should be noted that if customers have XVI they will only be able to have this functionality when using an on-line image workflows.

This feature is only available with MOSAIQ when the Linac does NOT have XVI imaging capability

1 **XVI R4.2 Media Kit**
This is the latest release of XVI software and introduces a DICOM RT Image standard for the export of 2D kV Images into MOSAIQ software.

Images exported using the DICOM RT Image standard will contain Scaling, Aspect Ratio, Centre and Gantry Angle information.

Please note: RT Image Export is only compatible with MOSAIQ imaging products.

1 **XVI Automated DICOM export license**
This DICOM export license allows the user to send post reconstruction XVI images to a configurable destination automatically upon acceptance of the XVI images.

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1 **Upgrade Kit, Synergy CITB**
Client Interface Terminal Board
Interfaces the Host Linac with the all hospital electrical and Interlock devices.

1 **Kit, XVI Daily QA Phantom**
Daily QA Phantom for kV and MV projection imaging and kV VolumeView™ checks
Laser and lightfield coincide additionally
Spreadsheet for recording and analyzing trend results

1 **XVI Seismic kit**

1 **XVI Applications Training**
The 4-day XVI training course (travel time inclusive) provides training for Radiation Therapists in the clinical use of the X-ray Volume Imaging portion of the Elekta Digital Accelerators. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy, CT, or Diagnostic Imaging. This course is given at the customer site for a maximum of 4 users.

- Provide a basic understanding of the hardware and software comprising the XVI system
- Enable accurate patient information entry & importing, in preparation for patient imaging with the XVI system
- Facilitate safe and competent use of the XVI hardware, in conjunction with the Linear Accelerator for clinical purposes
- Provide a working knowledge of the system administration, as well as the viewing, reconstruction, and registration of images.

1 **iViewGT™ Infinity Hardware**
Retractable arm for iViewGT™

iViewGT™ Provides:-

- Rigid and fully retractable slimline detector for maximum accessibility and clearance.
- Large, square active area and wide lateral and longitudinal movement accommodating all patient anatomies.
- Automatic and manual arm movement for efficiency of use.
- Fully interlocked safety features for operator confidence and patient comfort.

1 **iViewGT™**
Amorphous Silicon panel for iViewGT™
The iViewGT™ Amorphous Silicon panel provides:
- Fast verification of dose conformance for acceptance of treatment quality.
- Excellent image quality and clear anatomical definition.
- Fast acquisition capture for real-time modification of set up prior to treatment delivery.

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1 **iViewGT™ PC running release 3.4 SP2**
High performance PC hardware for use on iViewGT™ imaging systems.

Microsoft Windows XP Professional SP2 operating system and iViewGT™ release 3.4 SP2 software pre-installed.

1 **R3.4 S/W License for iViewGT™ Portal imaging system**
Software license for the iViewGT™ portal imaging system

iViewGT™ R3.4 software provides:
- Full image acquisition capability for iViewGT™ customers
- Enhanced image display options offering superior structure visualization. (Enabled with the CLAHE (Contrast Limited Adaptive Histogram Equalization) algorithm)
- Extensive networking capabilities through DICOM
- Automated DICOM export of acquired images
- Sophisticated tool set for efficient image acquisition
- Confident tracking of sophisticated treatments such as IMRT, with fast continuous synchronized imaging.
- Enhanced printing for display of images
- Export image log for trend analysis facility

1 **General Function Key Pad**
The Function Key Pad provides the following features:

- MV Start, Interrupt and Terminate.
- LED's to indicate radiation on / off status.
- Linac Assisted Setup (ASU) – facilitating automatic gantry and diaphragm rotations.
- Table ASU – facilitating automatic table translations and isocentric setup.
- Imaging ASU – facilitating automatic remote retraction of the iViewGT™ detector.

This Function Key pad has been ergonomically designed to ensure comfort during prolonged ASU periods.

1 **Remote Detector Retraction Upgrade Kit – 30m cable**
This kit allows Remote Retraction of the iViewGT™ detector from the Function Key Pad.

1 **Laser back pointer**
Comprising:-
- Fiber optic laser back pointer (Class 2 laser)
- Mechanical mounting kit
- Laser warning label

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1 **iView IMRT Verification Software License**
This software expands existing iView functions to verify multiple segment beams for IMRT. The iView image acquisition is triggered automatically and the image taken depends on whether the user selects single, multiple or movie image.

1 **Flat panel monitor for iViewGT™**

1 **iViewGT™ Warranty**

1 **Applications training for iViewGT™**
The 3-day iViewGT™ training course (travel time inclusive), provides training for 4 Radiation Therapists in the clinical use of the iView imaging system. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

1 **iViewGT™ Installation**

1 **Las Vegas calibration phantom**
The Las Vegas phantom is a device that is used to check image quality of a portal imaging device at different megavoltage energies both at acceptance and as part of the corrective maintenance procedure.

1 **DICOM 3.0 software interface for image transfer**
The International standard interface protocol for network transfer of medical images.

1 **Template Matching software license**
The template matching option enables the user to compare the portal image with a nominated reference image for any set-up error.
The set-up error is measured by matching visible anatomy and the field edge on the referenced image with the portal image.
The user can move the templates to provide an image displacement.

1 **Software License Image approval**
This allows the user assigned with the "review" permission to approve or disapprove any image within iViewGT™.

1 **Patient Auto Select Software License**
This enables the prescription selected on the Linac to automatically select or create that patient record on iViewGT™ using the iCom-Vx protocol. In addition images will automatically be acquired and stored in the iViewGT™ database without further operator intervention.

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1 **AutoCAL for MLC - All-time license**
MLCi calibration software, tools and all time license
AutoCAL for Multileaf Collimator (MLCi) is designed to provide improved calibration and verification of many fundamental radiation and mechanical parameters, making it easier and faster to set up and maintain the MLCi for routine IMRT clinical use.

The tool supports:
- a precefined sequence of image acquisition from iViewGT™ or scanned film
- image analysis, with pass/fail tests with User defined criterla
- a range of tests useful for set-up, acceptance and quality assurance
- print out for record keeping and archiving of images anc results

With Desktop Pro™ R8 and above, input of leaf gains and offsets is automated.

AutoCAL includes:
- iViewGT™ alignment and pixel calibration*
- Radiation and mechanical center tests
- Leaf bank alignment and squareness tests
- Diaphragm gains and offsets cal bration
- Individual leaf gains and offsets calibration
- Leaf transmission test
- Acceptance tests for size, x-ray to light field *, symmetry and penumbra
- Striped image quality assurance test
- License

* Hardware tools for use with Beam Modulator™ are includec

1 **Standard Set of Aperture Plate Electron Beam Applicators**
Fielc sizes:
6 x 6 cm, SSD 95 cm
10 x 10 cm, SSD 95 cm
14 X 14 cm, SSD 95 cm
20 x 20 cm, SSD 95 cm

Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator latch mounting system enables easy and rapid attachment.

1 **Precise Table or Pedestal Pit Kit**
This kit provides the necessary fixings, floor boards and template to install a Precise Table into a custom built Pit or a modified Pedestal Pit.

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1 **iBEAM® evo**
iBEAM® evo is the next generation of carbon fiber Couchtop from MI. This Couchtop has no metalic components apart from the rails. The Couchtop comes complete with the following extensions:
- iBEAM® evo Extension H & N
- iBEAM® evo Extens on 415
- Indexing bar
- iBEAM® evo Extension removable rails EP (aluminium)

The extensions are light, easy to use and minimize set-up time.

The tabletop comes with a fixed rail at the foot end of the couch and a removable, light weight rail for the superior couch end. This rail is the same dimensions as the C-Arm tabletop, however the location in relation to the top of the iBEAM® evo and separation between the rails is slightly different to the C-arm.

1 **Independent X/Y movement of table top**
To save time, in reaching the desired position, this kit allows the X/Y brakes to be released independently.

1 **Seismic Kit for Digital Accelerators**
Fixings which ensure that the linac installation is secured to satisfy seismic regulations.

1 **Seismic Kit for Precise Table**
Fixings which ensure that the Precise Table installation is secured to satisfy seismic regulations.

1 **U.S.A. Electron Flatness**
Electron flatness according to U.S.A. standards, optimized at 100 cm.

1 **19" Flat panel control room monitor**

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Elekta, Inc.
4775 Peachtree Industrial Boulevard
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Norcross, Georgia 30092
Tel. (770) 300-9725 Fax (770) 300-9779

QUOTATION

Dated: October 22, 2009

Valid 30 days from date of issuance.

Quotation Number: USRWI00000249 **Version:** 2

DELIVERY SYSTEM SOFTWARE

1 **PreciseBEAM™ VMAT**
PreciseBEAM™ Volumetric intensity Modulated Arc Therapy providing Continuous Arc Modulation delivery.

This license enables simultaneous dynamic movement of one or more of the following parameters:

- MLC
- Diaphragms/Jaws
- Gantry speed
- Dose rate
- Collimator angle

During delivery, the speed of the gantry and dose rate can be automatically adjusted to change the intensity of the radiation beam and vary the MU delivered per degree of movement.

1 **PreciseBEAM™ Dynamic Arc**
Optional PreciseBEAM™ Dynamic Arc License.

This license enables simultaneous rotation of the gantry and MLC. The gantry moves at a constant speed delivering constant number of MU per degree.

The MLC moves linearly from one shape to the next as a function of the delivered dose. During delivery the dose rate is dynamically adjusted to ensure that the prescribed and actual MLC shapes match.

1 **PreciseBEAM™ Dynamic**
PreciseBEAM™ Dynamic License

This license enables movement of the MLC and diaphragms during irradiation at a fixed gantry angle.

The MLC moves linearly from one shape to the next as a function of the delivered dose. During delivery the dose rate is dynamically adjusted to ensure that the prescribed and actual MLC shapes match.

1 **PreciseBEAM™ Segmental**
License PreciseBEAM™ for Step and Shoot and Omniwedge delivery.

This license enables automatic sequential delivery of beams and segments, during radiation the gantry and MLC are static.

Desktop Pro™ R7.01 uses the dosimetry hardware with In the Linac Control System to control the point at which the irradiation stops and the MLC moves. This results in exceptionally accurate delivery of dose per MLC shape.

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1 **Extended Service License for Desktop 7**
Optional Software License providing enhanced features.

This license allows the user extra service tools/functionality.

1 **Software license for MLC Monitoring**
It provides the facility for motor current feedback to the Desktop Pro, via the MLC electronics assembly.

Two new parts of the leaf items (Items 2060 to 2159) are introduced.

A temperature sensor and leaf power supply monitoring is also provided.

1 **Software license for Camera Gain Control**
The image gain of the camera will be adjusted by an item part value i.e. camera iris item part value.

This will also offer improvements from a service view i.e. the output from the camera can now be adjusted from the Desktop Pro™ as opposed to the present manual adjustment procedure.

1 **Table ASU License**
In addition to normal linac ASU the user is able to separately request the auto setup of the table Iso-center from inside and outside the room.

1 **Software license Linac Record to file**
The Software license Linac record to file offers the user the option to configure the Linac (in Service Mode) the data to be filed rather than to a printer.

1 **S/W Lic Linac Record**
Software license for the linac record option.

1 **iCom connection to an external PC**
iCom-Vx is a network connection between the linac and an external system which provides real time information about the linac status.

1 **iCom Test Software**
Test kit for iCom Fx and iCom Vx
This comprises the test software to verify the correct operation of the networking hardware.

1 **iCom IMRT**
iCom-Fx is a network connection between the linac and an external system which enables a third party verification and recording system to send IMRT step and shoot (PreciseBEAM®) parameters to the linac for verification and treatment.

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ELEKTA SYNERGY® PLATFORM SERVICES

1 **Applications Training for Standard Therapy on the Desktop**
The 2-day Standard Precise Desktop Course (travel time inclusive) provides training for 4 Radiation Therapists in the clinical use of the Precise Desktop Digital Linear Accelerator. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

1 **IntelliMax™ Connect License for Desktop Pro™**
IntelliMax™ Connect is compatible with Elekta Desktop Pro™ R6.0 onwards.

SER IMX CON 0010 provides only the license for using Connect on a Desktop Pro™ LCS.

IntelliMax™ Connect also requires an internet connection to the host device. This means that each LCS will require a direct internet connection opening secure port 443 (https).

1 **IntelliMax™ Connect License for iViewGT™**
IntelliMax™ Connect is compatible with iViewGT™ R3.4 onwards.

SER IMX CON 0050 provides only the license for using Connect on iViewGT™.

IntelliMax™ Connect also requires an internet connection to the host device. This means that each iViewGT™ control PC will require a direct internet connection opening secure port 443 (https).

Elekta Intellimax™ enables Elekta to provide remote service and diagnostics to you and in order to get full functionality of Intellimax™ you agree that Elekta may automatically update the Intellimax™ Software during the term of your warranty and any future service agreement.

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SITE PREPARATION

Qty	Description
1	**Power Distribution Unit for Elekta® Linear Accelerator - 480 Volt Input**

The PDCU incorporates a transformer, output circuit breakers, filtering for high frequency noise, distortion, and transient pulse suppression, in one cabinet. This reduces site preparation costs and complexity for the customer.

Power Distribution Units (PDU) provides certain conditioning qualities to the power coming into the machine addressing inconsistencies that can affect machine operation.

This product may also be purchased directly from Teal Corp. www.teai.com

1 **Standard Rigging & Handling**
Basic rigging of Linac to first floor or ground floor location. Elekta will provide the necessary crew to offload, uncrate, rigging and machinery moving required to set system as per plan, and remove debris. Basic rigging excludes use of a crane or rigging down an elevator shaft.

Standard Rigging includes:

- Make one pre-installation site visit and delivery project management.
- Drill holes for equipment fasteners
- Supply a 12,000 lb capacity forklift during the off loading procedure.
- Stage and uncrate the linac machine, move all components into the facility, and set as directed.
- Remove and dispose of all packaging that will not be reused.
- Transport the base, gantry and beam arm into the facility/bunker on transport trolleys supplied by Elekta.
- Set the base frame in place (Elekta will level).
- Set the gantry drum onto the base frame.
- Set beam arm into the gantry.
- Install counterweight holder and stack the counterweights.
- Supply a manual gantry lifting system to perform aforementioned setting activities and all necessary tools.
- Supply a crew, including a rigging supervisor.
- Include the cost of all associated resource and expenses, including related travel time.
- Complete all rigging activities in a single day.

Standard Rigging excludes:

- Crane service.
- Elevator, or shaft deliveries.
- No clear access to the building (exterior).
- Interior obstruction en route to treatment room.

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- Any shoring needed to protect the structure from the weight of the system.
- Any shoring and/or plating needed to build temporary dock or landing area for the unit.
- Extra long delivery routes, distances in excess of 150' from offload site to the treatment room.
- Overtime, weekend, premium time, unless Weekend Rigging selected.
- Additional travel expenses should the project exceed the time allotted in this scope for reasons beyond Elekta or our contractor's control.
- Additional man-hours, manpower, travel expenses, or equipment required due to delays caused by incorrect site preparation, waiting time, or delays not caused by Elekta or our contractor will be itemized and billed to the customer at then current rates.

1 **Medical Gases (SF6 and Nitrogen) for Installation and Service**
Includes:
- 44-liter cylinder for SF6 gas
- 115 lbs of SF6 gas
- 16-liter cylinder for Nitrogen (N2) gas
- Nitrogen (N2) gas
- Regulator 0
- Delivery

1 **Room Lasers, Green, Remote**
Laser patient alignment system, green lines with remote control adjustment.
Set of 4 Green Room lasers.
Comprising 3 crosshair and 1 line sagittal laser.
Featuring extremely fine lines (< 1mm), high precision adjustment at the isocenter and easy to install, stable mounting bracket.

Inclusive of switchable (110v to 240v) Power Supply and universal main adaptor and remote hand-held controller.

1 **Close Circuit TV System-Color**

1 **Intercom System for Patient and Radiographer Communication**
The MP-S Aiphone[C] System consists of:
1. Single Master Station located in the treatment control station room for the radiation therapist use.
2. Substation - This will be mounted on the wall in the treatment room. The substation is hands free and will carry the patient's voice back to the Master Station.
3. A ceiling frame with speaker to be mounted in the ceiling of the treatment room and transmit the therapist's voice inside the treatment room.
4. A power supply, 24V transformer, and 100 feet of shielded cable.

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THIRD PARTY ACCESSORIES

Qty	Description
1	**Open Air Graticule - 1 cm** The Open Air Graticule is intended to be used for Radiation Therapy to project a scale of defined increments on port film images which can aid in treatment setup and verification. This Graticule can remain in the head of the machine while the patient is being treated.

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MLC NON OBSOLESCENCE

Qty	Description
1	Non-Obsolescence Insurance for Elekta MLC's

Elekta agrees to provide a non obsolescence option for the Elekta MLCi or Beam Modulator MLC's hardware for 12 months from the date of shipment. Should Elekta, during the aforementioned period, develop and make commercially available for sale and distribution in the USA any change in the MLC leaf number and pitch from the software features and/or functionalities purchased on this quote for the Elekta Desktop Control System, Elekta agrees to make such improvements available to Buyer at no additional charge. The non obsolescence insurance covers only hardware and software improvements running on the Elekta Desktop Control System. Should Buyer elect to exercise this one time option, the Buyer shall provide access to the machine during normal working hours for the purpose of installing and acceptance of any such hardware or software. Any additional costs for customer support agreement increases (if any) are not included in this insurance protection.

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OPTIONAL: ADDITIONAL ITEMS

Qty	Description
1	**Water Chiller for Precise Digital Accelerator** Closed Circuit Water Chiller. Provides cooling water for the SL Series heat exchanger water circuit. The cooler uses Ozone friendly, "R134a" refrigerant gas in line with the latest protocols and local regulations. Will operate with a constant heat output to air of 12KW at 40 Celsius ambient air Temperature. Comprising: Water Chiller Water Hose Note: Chillers require the customer to provide a licensed contractor to perform installation and "Start-Up" functions.
1	**Quick Connect Panel for Indoor Installation** Includes: - Temperature gauges - Pressure gauges - Filter - Flow gauge - Auto switch over to city water (includes low flow and high temperature interlock)

List Price: $67,023.00 USD

Offer Price: $61,192.50 USD

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OPTIONAL: ONCOLOGY SERVICE AGREEMENT ADVANCED FIVE (5) YEARS

Southeast Missouri Hospital

Site: N/A
Cape Girardeau, MO

Covered Equipment List

Model	Serial Number
Elekta Infinity™ System	-

List Hardware Maintenance & Support Service Fee:	**USD**	**972,000.00**
Applicable Discount		**25.00 %**
Offered Hardware Maintenance & Support Service Fee:	**USD**	**729,000.00**
Term(s) In Years		**5**

		Periodic Payment		**Annual Amount**
Annual Payment (IN ADVANCE)	**USD**	**145,800.00**	**USD**	**145,800.00**
Bi-Annual = 2%	**USD**	**74,358.00**	**USD**	**148,716.00**
Quarterly = 4%	**USD**	**37,908.00**	**USD**	**151,632.00**
Monthly = 6%	**USD**	**12,879.00**	**USD**	**154,548.00**

NOTE: PRINCIPLE PERIOD OF MAINTENANCE: Monday through Friday 8:00 a.m. to 5:00 p.m., excluding Elekta Scheduled holidays (see attached holiday schedule).

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Advanced Precision Service Package

CUSTOMER SUPPORT

On-Site Preventative Maintenance Program
- Three Preventative Maintenance Inspections performed to manufacturer's recommendations
- Performed during the principle period of maintenance (PPM) of 8:00 a.m. - 9:00 p.m., excluding Elekta scheduled holidays
- A prevertative maintenance report will be left on site identifying those areas that require servicing so a service call may be scheduled

Customer Call Support
- 24 hours / 7 days per week
- Staffed by Elekta-trained Customer Support Engineers able to resolve first-line service issues
- A response time of 30 minutes by phone and 4 hours for an on-site service call is the goal for the local service engineer (FSE)
- Field Service Engineers complete up to 8 weeks of factory certified training courses
- Engineer competency is confirmed by written exam
- Engineer located regionally for quicker response time
- Service report left on-site for hospital's records
- Principal period of maintenance for Precision Support Agreement customers is 8:00 a.m. - 9:00 p.m.
- Please call 1-888-242-7171 to place a service call

Labor Billing Rate
- Labor included during principle period of maintenance. For outside contract hours, please refer to Labor Rate Billing Policy

Spare Parts
- Includes all replacement parts with installation - Including glassware i.e., Magnetrons Thyratrons, Electron Guns, MLC cameras, iViewGT® amorphous silicon panel, and XVI Imaging Panel
- All parts are factory certified
- Stocked in four regional distribution centers
- Supplied by FedEx® Next Day, when available

Uptime Guarantee
- Elekta guarantees that the Radiation Therapy delivery system will achieve a 98% or better uptime as described within the uptime performance guarantee.

Hardware
- Mandatory releases supplied and installed free of charge
- 10% discount on upgrades

Software
- Mandatory releases supplied and installed free of charge
- Free performance software
- 15% discount on functional software

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Technical Assistance Group (TAG)
- Comprehensive service support through telephone support and the latest updates in remote monitoring
- TAG and Field Service Engineers work together to address in-depth service issues
- Customer requirements are to install and maintain a direct dial analog phone line, allow Elekta personnel access to equipment, and provide an on-site user that is familiar with service mode and machine geography

Annual Application Refresher Course

Ensure peak patient throughput from high staff operating efficiency
- One-day refresher training session includes clinical audit
- Provided by exam certified Application Specialist
- Scheduled through Applications Manager
- Two (2) months advanced notice is requested

Preferred Parts Allocation
- Advanced customers take priority delivery of high usage spare parts
- Confident of lowest possible down time due to parts delivery
- Delivered FedEx® Next Day, when available

OPTIONAL: Additional Elekta Service Offerings

Biomedical/In-House Training

To optimize response time and to utilize highly skilled in-house staff, Elekta can provide 'First-Line' training. Because a number of Accelerator faults are relatively simple and quickly resolved with some appropriate training, Elekta's First-Line training course is specifically taught to resolve these issues quickly and safely. The training also demonstrates how to enable effective communication between the trained Customer and our Technical Support Specialists. This is especially effective when using Elekta's Remote Support offering. In-House Training is provided at a twenty-percent (20%) discount to Full and Advanced Service agreement customers.

Pre-paid Block of Hours

In combination with the offerings above, Block of Service Hours is an additional option to meet your service requirements. This gives the benefit of a known figure for budgeting purposes and a reduced hourly rate when compared to Elekta's time and material rates. These are provided in 100 and 50-hour increments. These block of hours are valid for one (1) year and Elekta will advise on the most suitable offering for your configuration.

Extended Hours

For those departments with considerable clinical demands, the extended hours option is available. Service can be scheduled from 8:00 am until 12:00 am without incurring any additional overtime charges.

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Customer Service Up-time Guarantee

Advanced Service Agreement
98% Up-time Performance Guarantee
Radiotherapy Delivery Systems

Elekta guarantees that the Radiotherapy Delivery system described on the Advanced Customer Support Agreement will achieve a 98% or better up-time as described within this document. This guarantee will be in effect starting on the commencement date of the customer support agreement.

Up-time statistics will be evaluated for each successive twelve (12) month agreement period. If the Radiotherapy Delivery system listed fails to achieve the 98% up-time criteria, then the following year's Advanced Customer Support Agreement will be reduced according to the following schedule:

UP-TIME	REDUCTION
98.0 - 100%	None
95.0 - 97.9%	3%
90.0 - 94.9%	5%
80.0 - 89.9%	10%
79.9% and below	20%

Terms

1. The above-mentioned reduction in the succeeding year's Advanced Customer Support Agreement shall be the sole and exclusive remedy for any failure to meet the 98% up-time performance guarantee. Should the customer elect not to purchase a subsequent customer support agreement, then the 98% up-time guarantee will not apply.
2. Up-time will be calculated using the following formula:

$$\text{UP-TIME} = \frac{\text{BASE TIME - DOWNTIME}}{\text{BASE TIME}}$$

BASE TIME - the total of all the principal period of maintenance hours less all hours of planned maintenance that are performed during the principal period of maintenance.

DOWNTIME - the time when the Radiotherapy Delivery system is inoperable to the point where the system can not be used to treat patients. Downtime will be calculated during the principal period of maintenance and commences when the customer notifies the designated service facility that the Radiotherapy Delivery sytem is inoperable and available for service. Downtime ends once repairs have been completed and the Radiotherapy system is again available for clinical use.

NOTE: The installation of system modifications, improvements and/or updates as scheduled by mutual agreement of both parties will not be considered downtime.

1. The customer agrees to maintain a system logbook to document performance. Periodically, Elekta will review the logbook and through a dialogue with the customer reach a consensus regarding downtime period to date.
2. Repairs and adjustments required as a result of items beyond Elekta's control, including but not limited to: damage through misuse, operator error, failure of environmental systems, power failure, and acts of God, will be excluded from downtime calculations.
3. This up-time guarantee will only remain in effect as long as the Elekta Radiotherapy Delivery system is continuously supported by an Elekta Advanced Customer Support Agreement.

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Glassware Parts List

Standard Magnetron	$ 41,310.68
FastTraQ Magnetron	$ 44,331.53
Thyratron	$ 16,879.28
Electron Gun	$ 15,129.67
MLC Camera	$ 17,886.52
IView Camera	$ 19,253.62
iViewGT Amorphous Silicon Panel	$122,000.00
XVI Imaging Panel	$232,130.00
X-ray Tube	$ 24,780.00
Image Intensifier	$178,000.00

Glassware replacement parts are provided for no additional charge to the Advanced Service Support Agreement Customer.

All other customers will be subject to the above parts pricing.

Glassware parts are factory certified and warrantied for a maximum clinical uptime. They are stocked in regional distribution centers to ensure next day delivery.

*Prices subject to change without notification.
**Supplied when available by Fedex, a preferred Elekta carrier.

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Elekta Oncology Labor Rate Billing Policy

Effective March 31, 2009

Please contact Elekta Customer Support Service Center at 1-888-242-7171 to place a call for Onsite Service or Remote Support. Have your Elekta site number and a purchase order available to schedule service.

Regular time: 8:00 a.m. to 5:00 p.m.; Monday - Friday, (*excluding Elekta observed holidays*)
Overtime: 5:00 p.m. to 12:00 a.m.; Monday - Friday, 8:00 a.m. to 12:00 a.m. Saturdays (*excluding Elekta observed holidays*)
Double-time: 12:00 a.m. to 8:00 a.m.; Monday - Saturday, all day Sunday and Elekta observed holidays

Labor billing includes on-site labor and related travel time with a two (2) hour minimum. Intermittent problems are not covered under repeat service calls and are billed at time and material rates. Travel time is charged portal to portal at the same rate as hourly service. When applicable, overtime rates apply. **Billing rates are not discountable.**

Products Billing Rates - Oncology Products
Hourly Billing Rates for Time and Material Customers 8:00 a.m. - 5:00 p.m.

	Regular Time	Overtime	Double-time
Oncology Products	$385.00*	$577.50*	$770.00*
Phone Support per hour (1 hr minimum)	$385.00	$577.50	$770.00

**Plus expenses*

Billing Rates for Contract Customers, if applicable
Principal Period of Maintenance is 8:00 a.m. - 9:00 p.m.

	Regular Time (if applicable)	Overtime	Double-time
Oncology Products	$300.00*	$450.00*	$600.00*
Phone Support 24x7	$300.00	$450.00	$600.00

**Plus expenses*

Time & Material Rates for Preventative Maintenance Inspections	Cost Per one PMI*
Digital Linear Accelerator PM for months 4 or 8. Includes labor, round trip travel, and expenses during business hours (8:00 a.m. - 5:00 p.m.).	$ 12,000.00
Digital Linear Accelerator Annual PM for month 12. Includes labor, round trip travel, and expenses during business hours (8:00 a.m. - 5:00 p.m.).	$ 16,000.00
Simulator	$ 8,500.00

*Parts are not included in PMI rates

The Principal Period of Maintenance is 8:00 a.m. - 5:00 p.m.
PMs are excluded

Blocks of Hours	Totals
50 hours ($370.78/hr)	$18,539.00
100 hours ($329.60/hr)	$32,960.00

*Hours (labor and travel) will be deducted according to the time period in which they were used
i.e. 1 hr/straight time, 1.5 hr/overtime and 2-hr/double time. Hours unused during a 12-month period will be forfeited.

Parts
All Elekta factory certified parts and current pricing are available by calling the Customer Support Service Center at 1-888-242-7171. Parts prices and availability are subject to change without notice.

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Conditions of Time and Material Services

Elekta customers who have chosen not to select one of the Elekta Field Service agreement offerings are subject to the Time and Materials Conditions of Service. Under these conditions Elekta customers must acknowledge and agree to the attached Elekta Billing Policy and Service Terms and Conditions. Please have an authorized representative carefully review the attached documents, initial each page, and complete the signature and date sections below.

When complete, mail this form to:
Attention: Service Contract Administrator
Elekta, Inc.
4775 Peachtree Industrial Boulevard
Building 300, Suite 300
Norcross, GA 30092

I have received the Service Time and Materials Conditions information and agree to its contents.

Signature:_____

Name (Print):_____Position:_____

Hospital Name:_____Date:_____

Address:_____

_____

Encl. - Elekta, Inc. Billing Policy
Elekta, Inc. Service Terms and Conditions

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ELEKTA, INC.
HOLIDAY SCHEDULE
2009

NEW YEAR'S DAY	**THURSDAY, JANUARY 1st**
MEMORIAL DAY	**MONDAY, MAY 25th**
INDEPENDENCE DAY	**SATURDAY, JULY 4th (OBSERVED FRIDAY, JULY 3rd)**
LABOR DAY	**MONDAY, SEPTEMBER 7th**
THANKSGIVING DAY	**THURSDAY, NOVEMBER 26th**
DAY AFTER THANKSGIVING	**FRIDAY, NOVEMBER 27th**
CHRISTMAS EVE	**THURSDAY, DECEMBER 24th**
CHRISTMAS DAY	**FRIDAY, DECEMBER 25th**

ELEKTA

Prepared For:

Trent Mullis
Director of RO
Southeast Missouri Hospital
1701 LACEY STREET
CAPE GIRARDEAU, MO 63701 USA
(t) 573-331-6380
(f) 573-651-5802
t.mullis@schosp.org

Expiration Date: 10/31/2009

IMPAC SOFTWARE
THE ELEKTA GROUP

Quote #: 6842IMPC

Prepared By:

Michelle Hutchings-Medina
North Central IT Sales Manager
IMPAC Medical Systems Inc.
707 N. 13th St. Suite 202
St. Louis, MO 63103 USA
(t) 314-698-8910
(f) 314-667-3916
mhutchings-medina@impac.com
Currency: USD

Part #	Name	Qty	Price
MRT10181	**MOSAIQ Desktop Elekta IGRT device connectivity**	1	$ 42,000.00

Connectivity for XVI/volumetric image generation system

55400-003000-IQ	Connectivity for XVI/volumetric image generation system	1

Part #	Name	Qty	Price
46100-003000-IQRO	**SYNERGISTIQ**	1	$ 164,450.00

Consolidates and synchronizes MOSAIQ and the Elekta Synergy

It provides the user with a single monitor, keyboard, and mouse from which they can safely and efficiently perform all functions necessary for Image Guided Treatment Management: MOSAIQ, Elekta Synergy Operator's Console, and XVI volumetric image acquisition can all be controlled from this one user interface. Additionally, this configuration enhances the workflow of both the MOSAIQ EMR and Synergy through the use of the Workflow Manager. The workflow manager allows the data and processes to be shared among the systems to minimize duplicated input and user interaction.

SYNERGISTIQ requires the use of high resolution 2560x1600 30" monitor and appropriate video card, compatible PC, and connectivity devices. The required hardware is included with SYNERGISTIQ.

Part #	Name	Qty	Price
MRT10181	**MOSAIQ Desktop Elekta IGRT device connectivity**	1	$ 42,000.00

Connectivity for XVI/volumetric image generation system

55400-003000-IQ	Connectivity for XVI/volumetric image generation system	1

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46100-003000-IQRO	**SYNERGISTIQ**	1	$ 164,450.00

Consolidates and synchronizes MOSAIQ and the Elekta Synergy

It provides the user with a single monitor, keyboard, and mouse from which they can safely and efficiently perform all functions necessary for Image Guided Treatment Management: MOSAIQ, Elekta Synergy Operator's Console, and XVI volumetric image acquisition can all be controlled from this one user interface. Additionally, this configuration enhances the workflow of both the MOSAIQ EMR and Synergy through the use of the Workflow Manager. The workflow manager allows the data and processes to be shared among the systems to minimize duplicated input and user interaction.

SYNERGISTIQ requires the use of high resolution 2560x1600 30" monitor and appropriate video card, compatible PC, and connectivity devices. The required hardware is included with SYNERGISTIQ.

91200-008000-INRO	**Product Transfer: On-site Install**	1	$ 8,000.00

Transfer Product from one to another

On-site installation & testing to switch from one installed product model to another (done on-site)

License Transfer of existing Sequencer (s), Sequencer MLC (s), Sequencer IMRT(s) & Non-Dicom Port(s) from Varian Linacs to new Elekta linear accelerators

45016-003101-IQRO	**Connectivity to Elekta VMAT**	2	$ 30,000.00

Elekta VMAT-Interface license that activities support - VMAT

This interface provides support for Elekta VMAT delivery in MOSAIQ. Necessary data and setup parameters are transferred from MOSAIQ to the linear accelerator.

45011-003121-IQRO	**Connectivity to Elekta 3 DLine mMLC**	1	$ 19,800.00

Connectivity to Elekta 3 DLine mMLC

Standard Price	$ 470,700.00
Quote Total	$ 470,700.00

Payment Terms are as follows: upon signing the Purchase and Sale agreement, 50% of software total is due along with a purchase order; 100% of third party items is also due at signing; the remaining software total is due upon acceptance of software.

Maintenance & Support is included for a period of 12 months beyond acceptance of IMPAC software products. Annual maintenance is calculated at 15% of the standard software price.

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Michelle Hutchings-Medina
North Central IT Sales Manager

1. Subject to IMPAC Medical Systems, Inc. General Terms & Conditions.

2. Freight and other shipping charges, state, local and other taxes, and import/export licenses are not included in this quotation.

3. Unless otherwise indicated, procurement, installation, and maintenance of network cabling, switches, routers, workstations, servers, and operating systems are not covered by this quotation.

4. Unless otherwise indicated, treatment machine interfaces, simulator interfaces, digital image source devices, and any other third-party interfaces are not covered by this quotation.

5. If not specified in the quotation, the customer must specify the manufacturer, model, and version of all treatment machines, simulators, and digital image sources..

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 306-6685

SIEMENS REPRESENTATIVE
Greg Thudium - (314) 630-1696

Customer Number: 0000010025

Date: 10/26/2009

SOUTHEAST MISSOURI HOSPITAL
1701 LACEY ST
CAPE GIRARDEAU, MO 63701

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

Table of Contents **Page**

Proposal valid for 45 days

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): _____
Name: Greg Thudium
Title: Product Sales Executive
Date: _____

SOUTHEAST MISSOURI HOSPITAL

By (sign): _____
Name: _____
Title: _____
Date: _____

All pages of the signed proposal must be returned to Siemens to process the order - Thank you.

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 306-6685

SIEMENS REPRESENTATIVE
Greg Thudium - (314) 630-1696

Quote Nr:	**1-TEYUD Rev. 0**
Terms of Payment:	10% Down, 80% Delivery, 10% Installation
	Free On Board: Shipping Point
Purchasing Agreement:	Not Applicable

Biograph mCT S/X

All items listed below are included for this system: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description
1	10248473	**Biograph mCT-S(40)**
1	10249092	**Install Kit with PDU - mCT** Items necessary for instal . Includes power distribution unit for connecting entire system to a single 3-phase power drop.
1	10249096	**Cooling System Water/Air - mCT** Water to air heat exchanger for the dissipation of heat loss generated in the gantry to the outside air. System operating temperature:20 - 26 degrees C, 15 - 75 % rel. humidity (not condensing). Ideal for installation far from the scan room. Cooling system contains to units, water/water exchanger close to the scan room and an additional remote water/air exchanger. Maximum distance between water/water unit and remote water/air exchanger up to 40 meters enabled by thin diameter of water transferring pipes.
1	10249207	**Cooling System US Install Kit - mCT** Kit for installation of the Cooling System Water/Air In US Includes: - Transformer for powering the Cooling System Water/Air - Service switch to shut off the outdoor cooling unit for maintanance or in case of emergency
1	10249560	**Biograph Ge-68 Sources** Calibration sources for the Biograph mCT. These sources are to be purchased with a new Biograph mCT scanner.
1	10249159	**Keyboard, English - mCT** Keyboard in the above-mentioned language.
1	10249279	**PET + CT Resp. Gating Option - mCT** Provides both CT Respiratory and Triggering option as well as PET respiratory gated acquisition/reconstruction
1	10250608	**Respiratory Trigger System** Respiratory trigger system for PET or CT Gating. The respiratory gating and triggering hardware is comprised of: chest/abdomina belt, pressure transducer, sensor port, Wave Deck, respiratory phantom, laptop PC with connecting cables. Power: 100-240 V, 50/60 Hz
1	10249280	**RTP Pallet** RTP Flat pallet for Biograph mCT. The carbon fiber table top utilizes a quick release latch for easy on/off. Varian Exact(tm) compat ble Indexing for accessories.
1	10249181	**English Manual - mCT** Hardcopy of English Operator's Manual for Biograph mCT
1	10523748	**syngo MultiModality Workplace** The syngo MultiModality Workplace combines a high performance, Windows XP based PC with 2D and 3D hybrid image viewing and filming software. The syngo MultiModality Workplace is well-suited for advanced 3D post-processing of oncology, cardiology, and neurology examinations.
1	10113093	**Siemens LCD Color 19 inch #L** Siemens 19" Flat Screen Color Monitor

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Qty	Part No.	Item Description
1	08733458	**syngo Keyboard USA English** USA English syngo keyboard
1	10276172	**Oncology Engine Premium PET.CT** The Oncology Engine Premium PET.CT facilitates lesion detection, staging, treatment, and treatment follow-up by enabling the visualization, volumetric analysis, and registration/fusion of PET.CT studies acquired at three separate multiple time points. Preparation for reading is enhanced via Deformable Registration techniques. In addition, the Oncology Engine Premium PET.CT provides the capability to visualize PET.CT respiratory gated studies and to export volumes of Interest (VOIs) as RT structure sets for therapy planning.
1	MI_PET_PM	**MI PET Project Management**
1	MI_PET_FLWUP_32	**Follow-up training 32 hrs**
1	MI_PET_3CLS	**Basic Biograph Class**
1	MI_PET_CTCRSTR	**CT Cross Trainer**
1	MI_PET_GATING_12	**Initial onsite training 12 hrs - PET Gat**
1	MI_PET_INITIAL_32	**Initial onsite training 32 hrs**
1	7566103L	**Project Mgmt/Site Planning (US only)**
1	NM_KRAUS_CHILLINST	**Install & Warranty for Kraus Chiller**
1	10412855	**Installation (US/CAN)**

System Total: **$2,073,983**

OPTIONS:

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	10249566	**HD-PET # mCT (AWP)**	+ $248,000	X _____
1	MI_PET_ADD_32	**Additonal onsite training 32 hours**	+ $7,400	X _____
1	MI_PET_ADD_CLS	**Additional Training Class**	+ $4,200	X _____
1	M2SCT211PET	**Stellant D PET/CT Injector (stand)**	+ $27,753	X _____
1	LAPCT43GR	**GREEN Laser Marking System (Wall Mount)**	+ $45,500	X _____

FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 ext. 7 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" function at www.siemens.com/tell-us.

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SIEMENS REPRESENTATIVE
Greg Thucium - (314) 630 1696

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's acknowledgment of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on the Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser. In order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party, (h) use of the products may be subject to the Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer, as well as any applicable laws, rule and regulations; and (i) the manufacturer, and not Seller, is solely responsible for any required installation, testing, validation, tracking, product recall, warranty service, maintenance, support, and complaint handling, as well as any other applicable FDA regulatory requirements.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 60% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery of the Product is received. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms. In the event that Purchaser makes any payments hereunder by credit card, Seller has the right to charge the Purchaser any credit card fees imposed on the Seller by the financial institution.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default;Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall

assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.

(c) All freight charges and other transportation, packing and insurance costs, license fees, customs duties and other similar charges shall be the sole responsibility of the Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements therein and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full; (b) it will promptly pay all taxes and assessments upon the Products or the use thereof; (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full; and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be canceled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment , parts or software, without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software, which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning

with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with full and free access to the Products, network cabling and communication equipment as is reasonably necessary for Seller to provide warranty service. This access includes establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Seller, in order for Seller to provide warranty service, including remote diagnostics, monitoring and repair services.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE ATTACHED PRODUCT WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the attached Product Warranty, the terms of the attached Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller's completion of said work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and the Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical

information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

14.4 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products hereunder). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

19.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

20. COST REPORTING

20.1 Purchaser agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

22.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

23. WAIVER

23.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

25.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

26. END USER CERTIFICATION

26.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

01/09 Rev.

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Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. **DEFINITIONS:** The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer in bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

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(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

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Revised 02/15/05

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MI Warranty Information

Product	Period of Warranty[1]	Coverage	
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 month	Full Warranty (parts & labor including ALL CT tubes)	
Following parts will include warranty as listed below:			
Dura Akron Q CT tubes	Prorated to a maximum of 120,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against rep acement cost	credit percentage = (120,000 – scan-seconde used) / 120,000*100
All other Dura CT tubes	Prorated to a maximum of 130,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (130,000 – scan-seconds used) / 130,000*100
Straton CT tubes	12 month		
Post-Warranty (after expiration of system warranty) – Replacement parts only:			
Spare Parts	6 month	Parts only	
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Radioactive Sources	Not covered		
Consumables	Not covered		

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

[1] Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated Warranty period shall commence 60 days after delivery of equipment.

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Detailed Technical Specifications

Biograph mCT S/X

Part No. / Product	Description
10248473 **Biograph mCT-S(40)**	The Biograph mCT-S is a whole-body PET-CT tomograph designed for the purposes of oncological, neurological and cardiac imaging and diagnosis. With a single noninvasive procedure, the Biograph produces remarkable CT and PET-CT images that reveal highly-detailed anatomy and biological processes at the molecular level. The Biograph mCT provides: - high performance spiral computed tomography (CT) imaging and applications. - high-resolution, high-count rate, positron emission tomography (PET) imaging of metabolic and physiologic processes. - highest quality anatomic and metabolic image registration for optimal lesion detection and identification within the body. - highest quality attenuation correction and scatter correction for PET imaging. Scope of Delivery: Scanning Unit (Integrated PET-CT Gantry) The fully integrated PET-CT gantry incorporates CT and PET detector assemblies and electronics in an efficient, compact design that reduces data transmission noise and increases system reliability. The large gantry opening, continuous patient port and short tunnel length provide ease of positioning for all patient types and help to minimize patient claustrophobia. Quad operator controls on gantry for positioning from either side of patient from either the front or rear. Dual gantry displays (front and rear) for system status. CT System The CT imaging capability of the Biograph mCT consists of a 40-slice CT featuring a full range of SPIRAL CT clinical applications with highest performance. Gantry: Aperture: 78 cm; power supplied via low-voltage slipring. Rotational speed of the gantry: 1.82 rpm with a rotation time of 330 ms. Scanning system: Adaptive Array Detector (AAD) system based on UFC™ (ultrafast ceramics) with up to 14,720 elements depending on configuration, and 1472 measuring channels per slice (the measuring system can contain replacement components). STRATON tube high-performance X-ray system: The STRATON tube provides direct oil cooling of the anode with the ball bearings located outside the vacuum. The direct anode cooling and the small and compact design of the anode eliminates the need for heat storage capacity (0 MHU) and enables an unprecedented cooling rate of 7.3 MHU/min. Therefore cooling delays between multiple long range scans are eliminated, even for large patients. Tube current range: 20-666 mA. Focal spot size according to IEC 60336: 0.7 x 0.7mm/7°, 0.9 x 1.1mm/7°. Computer controlled monitoring of anode temperature, multifan principle with flying focal spot. Z-Sharp technology: The unique STRATON X-ray tube utilizes an electron beam that is accurately and rapidly deflected, creating two precise focal spots alternating 4,608 times per second. This doubles the X-ray projections reaching each detector element. The two overlapping projections result in an oversampling in z-direction, known as Double z-Sampling. The resulting measurements interleave half a detector slice width, doubling the scan information without a corresponding increase in dose. Siemens' proprietary, high speed Ultra Fast Ceramic (UFC) detector enables a virtually simultaneous readout of two projections for each detector element - 2 x 20 slices for every viewing angle - resulting in a full 40-slice acquisition. 80 kW X ray generator: Microprocessor-controlled, low-noise high-frequency generator with integrated, automatic self-testing system for

Part No. / Product	Description
(Continued) **10248473** **Biograph mCT-S(40)**	continuous monitoring of operation. Settings: High-voltage range 80,100, 120 and 140 kV; power max. 80 kW, adjustable in fine steps. PET System The PET imaging capability of the Biograph mCT consists of the multi-LSO-detector ring system with 3D acquisition and reconstruction and 81 image planes with a 15.2 cm axial field of view. - High spatial slice resolution in trans-axial and axial dimensions. - Slice spacing (2 mm) optimized for speed and resolution. - Pico-3D ultra fast electronics for decreased deadtime and high signal-to-noise. - ACS III acquisition computer system for high countrate capability. - PRS reconstruction system for fast reconstruction of PET data. - Three-dimensional display of organs with a large axial view. - Excellent volume sensitivity. - Fast acquisition and reconstruction of 128 x 128 and 200 x 200 matrices. - Unique block detector technology provides excellent temporal and energy resolution response. - Simultaneous data acquisition and image reconstruction for high patient throughput. - Static, whole body, and list mode acquisition capability. - 842 mm detector ring diameter. - 78 cm gantry aperture. - 70 cm transverse field of view - 15.2 cm axial field of view. - Unique, accurate Patient Handling System. - TrueC advanced scatter correction technique Patient Handling System The Biograph mCT patient handling system (PHS) has a unique reinforced cantilever design that ensures reliable patient support with the highest weight capacity and minimal pallet deflection. - Reinforced cantilever design for maximum patient support and absolute positioning between PET and CT scan. - Integrated patient table design for easy patient positioning. - Low attenuation carbon fiber pallet. - 43 cm vertical motion range. - Maximum 190 cm PETCT co-scan range. - Low attenuation head holder, table extensions, head-arm support, knee-leg support. - Maximum patient weight of 227 kg (500 lbs.). Control and evaluation unit: CT control box with intercom system with user-programmable patient instruction system. Dual monitors (19 inch (48 cm) LCD flat panel displays), keyboard and mouse for *syngo* Acquisition Workplace. Computer system: The computer system of the Biograph mCT consists of four components. - *syngo* Acquisition Workplace console for the planning and execution of the CT examination including evaluation and management of the CT images - Reconstruction computer for the preprocessing and reconstruction of the CT data - PET acquisition system (ACS III) - PET data reconstruction system (PRS) The *syngo* Acquisition Workplace console consists of a high-performance Celsius Windows XP based computer with twin Xeon 3.6 GHz processors, 2 GB RAM, 146 GB storage capacity for 260,000 images, CD-R 700 MB for 1,100 images. DVD DICOM with 4.7 GB media for 8,400 images. External USB 2.0 devices for data storage are supported (recommended: Iomega 160 GB External Hard Drive Hi-Speed USB 2.0; Maxtor One Touch 160 GB External Hard Drive). The CT reconstruction computer contains a cluster of 2.2 GHz dual kernel high-performance processors performing the preprocessing and reconstruction of the CT data at 40 images/sec (512x512). Raw data memory is 450 GB. The PET acquisition system (ACS III) provides high performance acquisition and sorting of 3D coincidence events. Supports 3D static and 3D whole body acquisition modes. Contains dual Xeon 2.33 GHz processors with a total of

Part No. / Product	Description
(Continued) 10248473 **Biograph mCT-S(40)**	32 GB RAM. Disk storage of 1.0 TB for PET raw data is provided. The PET reconstruction system (PRS) provides fast 3D image reconstruction of the PET raw data. Iterative and backprojection are supported. Contains dual Xeon 2.83 GHz QuadCore processors, dual 9800 GX2 GPU, 20 GB RAM. Disk storage of 1.0 TB for PET raw data. syngo User Software: syngo features an intuitive and thus easy-to-learn user interface. syngo visualizes the examination in individual process steps on so-called task cards, such as patient registration or examination card. A Large number of functions and input parameters as well as the language used can be selected according to individual requirements. Frequently repeated processes can be automated and saved. Patient registration - The system can accept patient data in different ways. These include entering the data via keyboard or transfer of a worklist via network. DICOM Worklist: Software module for accepting lists of patient data and exam requirements from a Radiology Information Systems (RIS) via DICOM Get Worklist functionality. The program enables very efficient working and ensures consistent patient data. Examination card - The scanner is supplied with a large number of predefined CT and fully integrated PET-CT examination protocols, making examination planning a very fast and efficient procedure. Viewing card - On the viewing card it is possible to move interactively with the mouse through the image volume of the ongoing examination. The images of different examinations can be displayed in parallel for comparison. A large number of functions are available for evaluation, documentation and archiving. Filming card - A virtual film sheet shows a 1:1 display of the film sheets to be printed out, thus permitting an effective preview of the filming job and re-windowing the images, as well as providing a large number of evaluation functions. Layout changes are possible interactively with up to 84 images. The printout parameters for the ongoing auto-filming running parallel to acquisition or reconstruction are also defined with the filming card. 3D card - The 3D task card contains the User Interface for the operation of the MIP (Maximum Intensity Projection), SSD (Surface Shaded Display), MPR (Multi-planar Reconstruction) three-dimensional post-processing. 3D VRT - Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions. CT Angio: Software for the reconstruction of angular projections from the images of a spiral data record for the display and diagnosis e.g. of aneurysms, plaques, stenoses, vascular anomalies or vascular organs. MIP: Maximum Intensity Projection, MinIP: Minimum Intensity Projection and Thin MIP available. Interfering or irrelevant parts of the image can be eliminated with the integrated volume editor. The angular projections are reconstructed around a definable axis, whereby the maximum CT values in this direction are selected for each angular projection. The resulting images can be viewed with the CINE function as a series of images with a 3D image effect. Workstream – Planning and reconstruction of diagnostic CT coronal, sagittal, oblique and MIP images can take place directly after scanning. DynEva card: Software for dynamic evaluation of the contrast enhancement in organs and types of tissues, enabling the reconstruction of - Time-density curves (up to 5 ROIs) - Peak-enhancement images - Time-to-peak images. Video Capture and Editing Tool: Software contains integrated solution for imaging and visualization of 4D information, allowing the generation and editing of video files for improved diagnoses, recording and teaching. A wide range of multimedia formats is supported, e.g. AVI, Flash (SWF), GIF, QuickTime (MOV), streaming video. AC Plus - Extended Field of View - option which allows visualization of objects with a CT FOV up to 78 cm., for improved PET attenuation correction. TrueD Basic: Single-mode, single timepoint layout for displaying the PET and CT either fused or side-by-side comparison with viewer formats and color map tables. Support for 3D spherical regions-of-interest with units of Bq/ml or Standard Uptake Value (SUV). Allows re-registration of PET to CT data for correction of misregistration as a result of patient motion. Media Viewer: Provides basic viewing capabilities in a portable Windows-based application that can be burned to media (CD, DVD) along with patient images. Not intended for diagnostic use.

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(Continued) **10248473** **Biograph mCT-S(40)**	- Review volume datasets from CT and PET - Supports viewing single-modality or fused images - View linked axial, coronal, and sagittal views - Navigate in three dimensions - View MIP images correlated to axial, coronal, and sagittal views - Blend fused images - Quantify Hounsfield units, SUV CARE Solutions: UFC Detector: Up to 30% dose reduction compared to conventional CT detectors. High efficiency for low mAs requirements enable best possible image quality with low patient dose. CARE Filter: Specially designed X-ray exposure filter installed at the tube collimator. Up to 25% dose reduction with increased image quality. Pediatric Protocols: Special examination protocols with 80 kV and a large range of adjustable mAs values for optimum adaptation of the radiation exposure to the age and weight of the child to be examined. CARE Topo: Real-time topogram. Manual interruption possible once desired anatomy has been imaged. CARE Bolus: Operating mode for CM-enhancement triggered data acquisition. The objective is optimum utilization of the contrast medium bolus in its "plateau" phase in the target organ. This option has been especially adapted to the increased speed and timing requirements resulting from the multirow capability and faster rotation. The CM enhancement is observed via monitoring scans in a user-defined ROI with a trigger threshold. As soon as the enhancement reaches its predefined threshold, the spiral scan is triggered as quickly as possible. License for software use on one modality. CARE Dose4D: This software feature provides automatic, real-time x-ray dose management for all scan modes. The minimal x-ray dose level needed to obtain optimal image quality is determined from extensive computer analysis of the Topogram image and also from the data collected during every slice scanned, on a real time basis. This automatic approach ensures optimal image quality at the lowest possible x-ray dose. CARE Dose4D uses at first a automated adjustment of the dose level depending on patient size based on the attenuation values obtained from the standard topogram along the patient axis. In addition CARE Dose4D uses a real-time adaptation of the tube current during the scan based on the actual attenuation of the X-ray beam measured around the patient. Up to 2,320 projections are evaluated per second to optimize the mA level instantaneously. In combination with the extreme adjustment speed of the tube current, CARE Dose4D ensures consistent high quality images in every anatomical position. And that's at anytime with the minimal possible X-ray dose. Several clinical benefits are achieved with CARE Dose4D: - Significant x-ray dose reduction (up to 68 %) possible for all body regions scanned compared with standard sequence or spiral scanning; - Consistent, optimal image quality with the x-ray dose level unique for every patient and for every anatomical region; - Thinner axial slices and/or longer scan ranges possible because of reduced tube loading; - Ultra-low dose examinations for pediatric patients. Examination and Evaluation Functions: Topogram: Scanning perspectives: a.p., p.a., lat.; length of scan field: 128 - 1974mm, width of scan field: 512 mm, 1.5 - 20s. The topogram can be switched off manually when the desired examination length is reached. Tomogram: Scan field size: 50 cm. Standard scan times: 0.33, 0.5 and 1 seconds. Slice thickness in sequence: 0.6, 0.75,1, 1.2, 1.5, 2.0, 2.4, 3, 4.0, 4.8, 5, 6, 7, 7.2, 8, 9, 10, 12, 14.4, 15, 20 mm Slice thickness in spiral: 0.4*, 0.5*(*optional with z-UHR), 0.6, 0.75, 1.0, 1.5, 2, 3, 4, 5, 6, 7, 8, 10 mm Real-time image display, immediate image reconstruction and display without time delay simultaneously to data acquisition in 512 x 512 matrix size. Spiral: Scanning technique for continuous volume scans with continuous table feed in multirotation mode. Max. scan time 120 seconds with full low-contrast resolution. Volume length 1940 mm with full low-contrast resolution. Selection of the pitch factor between 0.3 and 1.5 depending on scan mode. Selection of up to 33 separately parameterizable examination ranges in a patient protocol. In addition individual anatomic sections can be successively combined and then scanned automatically. Storage of up to 10,000 examination protocols. Rotation times/cycle: 0.33 sec, 0.5 sec and 1 sec.

Part No. / Product	Description
(Continued) **10248473** **Biograph mCT-S(40)**	Dynamic: Program for functional dynamic examinations. Serial scanning technique in one slice position with variable scan cycle times. Serio sequential examination without table feed: Up to 100 scans in uninterrupted, continuous sequence without table feed. Scan cycle time: 0.75 - 60 seconds. Multiscan spiral examination without table feed: Continuous multirotational data acquisition in one slice position. Quantitative evaluation and graphical display of time-density curves. WorkStream4D with Asynchronous Recon: 4D workflow with direct generation of axial, sagittal, coronal, or double-oblique images from standard scanning protocols. Elimination of manual reconstruction steps. Asynchronous Recon allows for multiple image reconstructions and reformats, parallel to scanning. With this feature, up to eight reconstruction jobs requests can be loaded into a scan protocol. Immediately upon completion of the scan acquisition, these reconstruction jobs are automatically executed in the background without delaying the start of next patient examination. Image reconstruction and storage: Image reconstruction in full resolution (512 x 512 matrix) takes place during the examination with up to 40 images per second, with full cone beam reconstruction, z-Sharp Technology and full image quality. Reconstruction fields of 5 cm to 50 cm through raw data zoom with the possibility of freely selecting the image center either prospectively before each scan or retrospectively. Reconstructions of different slice thicknesses from a single raw data record, e.g. lung soft tissue and lung high-contrast with CombiScan, with simultaneous suppression of partial volume artifacts. Up to 8 reconstructions per scan range can be predefined with the examination protocol. Patient-related storage of the image and raw data. Image display: 1024 x 1024 display matrix; screen splitting configurable up to 64 image segments; CT value scale from -1024 to +3071 HU. For very dense objects, the CT value scale can be extended from -10240 to +30710 HU (extended CT scale) e.g. for suppressing metal artifacts. Image evaluation: Complete software-controlled image evaluation program for all diagnostic requirements. CINE Display: Dynamic display technique for the visualization of time or volume series. A series of up to 1024 images can be displayed at a frame rate of at least 30 f/s. Automatic or interactive mouse-operated control. Multitasking functions: Simultaneous processing during operation of the scanner. Real-time Display: Image reconstruction in pace with the examination in full image quality (512 x 512 matrix) with up to 40 images/second (with full cone beam reconstruction and z-Sharp Technology). Metro Display: Simultaneous display, processing and evaluation of images from other patients while the current patient is being scanned. Metro Documentation: Simultaneous documentation of images from any previously examined patient while the current patient is being scanned. Metro Copy: Automatic transfer of image data to the syngo CT Workplace (optional) or a DICOM network node. Networking and Documentation For the connection to a local Ethernet (10, 100 Mbit or 1-Gigabit) in order to communicate with networked printers, diagnostic and therapy workstations, RIS or HIS systems and teleradiology routers. Scope of functions: - Configurable network stations. - Unlimited selection of stations. - DICOM Standard (Digital Imaging and Communications in Medicine) for the transfer of information between DICOM-compatible units from different manufacturers. The scope of functions is described in detail in the DICOM Conformance Statement, and the standard version comprises the functions Send/Receive, Query/Retrieve and BasicPrint, Worklist, Storage Commitment, MPPS (Modality Performed Procedure Step). System Documentation (1 set) Siemens Remote Service: Siemens Remote Service (SRS) offers a wide range of medical equipment-related remote services resulting in increased system availability and efficiency. SRS employs sophisticated authentication and authorization

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(Continued) **10248473** **Biograph mCT-S(40)**	procedures state-of-the-art encryption technologies and logging routines together with strictly enforced organizational measures that provide optimal patient data security and access protection. The following SRS services are included for all service agreement customers and during warranty period: Remote Diagnosis & Repair: In case of an unforeseen system malfunction, Siemens competent experts may directly connect with the CT system in order to identify the problem quickly. Moreover the remote repair function enables Siemens to often correct software errors immediately. Should an engineer on site be required, Remote Diagnosis & Repair allows Siemens to identify defective parts efficiently and accelerate their delivery, thereby keeping repair times to a minimum. Event Monitoring: Event Monitoring screens the performance of the system. If a parameter deviates from a predefined value, a status message is automatically sent to the Siemens UPTIME Service Center. Service Engineers may evaluate the status message at periodic intervals and may initiate appropriate action within the scope of the service agreement.
10249560 **Biograph Ga-68 Sources**	Sources consist of the following: 2 LS-ART Set-up rod sources 1 CS-27 Low Activity Uniform Phantom
10249279 **PET + CT Resp. Gating Option - mCT**	The CT Respiratory Gating and Triggering option is comprised of software components that allow for the capture and storage of a signal representing a patient's respiratory cycle during a spiral or sequence CT acquisition. With the Respiratory Gating feature, the respiratory data is synchronized with the CT acquisition data so that a user can freely select the point at which images are retrospectively reconstructed based on the corresponding respiration amplitude. With the Respiration Triggering feature, the user prospectively selects a point in the respiratory cycle at which sequence images will be acquired. Through the selection and reconstruction processes, organ motion artifacts caused by respiration are minimized or eliminated and a better visualization and localization is possible resulting in more accurate assessment of tumor and organ motion, their position, size, and volume during respiration. These applications generate 4D CT datasets that can be used to create more accurate treatment plans and also for the delivery of respiratory-triggered radiation therapy. Provides PET respiratory gated list mode acquisition, offline histogramming, and reconstruction for improved accuracy in quantitation as well as visualization of organ motion. Supports a maximum of 16 gate bins from the list mode PET acquisition. Requires the optional Respiratory Trigger System.
10520748 **syngo MultiModality Workplace**	**Scope of delivery:** - PC - syngo Base User software - syngo MM Basic Evaluation - 1 Siemens 19" Flat Screen Color Monitor - ECAT Transfer Tool **PC** High Performance Windows XP based Workstation with Dual Xeon Processors, 12 Gbyte RAM, and 147 Gbyte RAID-0 disk for patient data. The workstation is equipped with an OpenGL accelerator board to support 3D applications. To exchange medical images on DICOM-compatible DVD-R's the system is equipped with a DVD-Recording unit. The syngo MultiModality Workplace can be connected to an existing network via 10/100/1000 Mbit Ethernet. **syngo Based User Software:** **Patient Browser**

Part No. / Product	Description
(Continued) **10520748** **syngo MultiModality Workplace**	– Patient management – DICOM 3 communication with Send, Receive, Query&Retrieve, and Storage Commitment – DICOM Print – Reading of CDs – DVD/CD-R module for writing DICOM media for data exchange. Writing is in background mode. **Filming:** A virtual film sheet shows a 1:1 display of the film sheets to be printed, thus permitting an effective preview of the filming job and re-windowing the images, as well as providing a large number of evaluation functions. **Image Review:** Image Review supports interactive 2D review evaluation and documentation functions. Multiple studies from the same patient can be displayed side-by-side for comparison. **CINE Display:** Automatic or interactive dynamic presentation technique for the visualization of time and volume series. Synchronized viewing of multiple series. **Measurement and annotation:** Text annotation; Distance, angle, circle, ROI and pixel lens, depending on information available from the acquisition system. **Video sequences stored on offline media:** Any user-selectable file, such as cardio, DSA or InSpace AVI video sequences, can be burned to CD to prepare quality presentations and demos of pathologies. syngo MM Basic Evaluation The syngo MM Basic Evaluation package includes the fundamental applications required for hybrid registration and visualization: ***syngo* Basic 3D** **Image Generation:** **Multi Planar Reconstruction (MPR) for interactive move through 3D volumes at arbitrary orientations** Realtime reconstruction of secondary slices in orthogonal, oblique or double-oblique orientations with variable slice thickness (MPR thick, MPR thin) and slice distance. Calculation of curved cuts. Automatic generation of parallel or radial ranges. Frequently used range settings can be stored. Outlines can be determined in the reference topogram or from a 3D surface reconstruction. **Maximum Intensity Projection (MIP) for angiographic display** Projection of pixels with highest intensity (vascular information) onto an arbitrarily oriented plane for display and diagnosis of e.g. aneurysms, plaques, stenoses, vascular anomalies or vascular origins. Thin MIP function for projection within a slab of the dataset. Automatic generation of radial ranges. The resulting series can be viewed with a three-dimensional impression using the Movie function. **Shaded Surface Display (SSD) for surface display of complex anatomies** 3-dimensional display of surfaces from a series of contiguous slices using a variable threshold with fast preview and high image quality mode. Used to display and analyse various anatomies, e.g. from the visceral cranium, pelvis, hips etc. for the purpose of planning surgical interventions. The 3D objects can be tilted and rotated in realtime on the monitor using a virtual trackball. Automatic generation of radial series of SSD displays. **Image Fusion** **CT, MR, NM, or PET images** are accepted as input for image fusion. Studies can be done with the same modality or with different modalities **Registration Algorithms:** - Automatic based on Mutual Information or Surface Matching

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(Continued) **10520748** **syngo MultiModality Workplace**	- easy-to-use visual alignment with 6 degrees of freedom (3x translation, 3x rotation) - landmark based registration with convenient landmark editor for point-based registration using anatomical landmarks - storage of transformation matrix after registration for later retrieval with datasets **Visualisation Techniques:** - side by side visualisation of both datasets with correlated pointer and correlated scrolling with dog ears - 2D alpha-blending in monochrome or pseudo-color with adjustable balance between the two superimposed data sets. **Syngo CT Basic Evaluation** ***syngo* Volume CT** Volume CT is an evaluation function which allows accurate calculation of a volume from a stack of two-dimensional CT images. This can be done by Volume-of-Interest (VOI) definition and by limiting the minimum and maximum density (HU) values for the calculation. Different views of the image data provide fast navigation and easy volume definition. Potential applications are volume measurements of a tumor or of organs such as lung and kidney. ***syngo* Dynamics CT** Dynamics is an evaluation function which allows you to analyze the absolute or relative enhancement of Hounsfield values within a Region-of-Interest. The enhancement value is computed from a stack of CT images which are obtained at different points in time after contrast agent injection. For dynamic evaluation, usually images from the same cross-section of the body are taken, such as a Multiscan through an unclear process in the liver. The time to the maximum enhancement (Time-to-Peak)and the way a certain tissue or structure absorbs the contrast medium can be very helpful in differential diagnosis of a given process.
10119093 **Siemens LCD Color 19 inch #L**	The Siemens 19" LCD flat screen display features a very high contrast even under very bright ambient light conditions. The Gamma curve was precisely adapted to the CIE-/D COM recommendation and is thus suited especially for gray scale display. The controlled background lighting ensures stable lighting throughout the entire product life cycle. LCD flatscreen display - 19" (48 cm) screen size - resolution: 1,280 x 1,024 (pixel) - Maximum brightness (typ.): 280 cd/m² - Flicker-free and distortion-free image display - anti-glare screen
08733458 **syngo Keyboard USA English**	syngo Keyboard for the selected language. For easy operation of MultiModality workplace browser, viewer and filming tasks. Special keys for windows, sheets, printing, marking and network communication.
10276172 **Oncology Engine Premium PET.CT**	Oncologic diagnosis demands a volumetric visualization technique that provides fused anatomical and functional volumes into orthogonal or arbitrary oriented planes using multiple layout views or full screen mode. The engine enables physicians to efficiently compare patient scans from multiple time points (e.g., pre- and post-therapy and follow-up) by automatically registering and displaying PET.CT images from studies acquired at different times utilizing rigid and deformable registration techniques*. This advanced diagnostic application assists physicians in making better-informed diagnostic, therapeutic, and follow-up decisions. The application can display 1 to 3 studies on the same screen at the same time, in compare mode or use a single layout mode. While single-mode layout prominently displays one study, the other studies are available in the back-ground. Quantitative analysis of a lesion in terms of volume, HU level and average and peak SUV values are done simultaneously by linking the studies which are loaded, to assess changes in lesion number, activity and size, often for evaluation of therapeutic

Part No. / Product	Description
(Continued) **10276172** **Oncology Engine Premium PET.CT**	response. This engine also provides the ability to store VOIs (volumes of interest) created as part of the evaluation of PET.CT datasets as DICOM RT Structured Sets for exporting them to radiation therapy planning systems (RTP). These can be used for RT simulation and planning in order to eliminate additional processing requirements and improve planning accuracy. This engine provides the capability to load and visualize PET and CT respiratory acquired gated data sets too. It offers the possibility to visualize one gated PET or CT dataset fused to a non-gated CT or PET dataset or visualize and fuse gated PET with gated CT data in orthogonal orientations. Visualization of cine loops of individual datasets as well as individual frames within each gate is possible along with cine display of fused gated data. The application also incorporates a unique set of easy-to-use reporting tools. This engine is built upon the ability of volume rendering techniques for both PET and CT image data. It offers independent control of color, opacity and shading of up to 4 tissue classes, as well as predefined VRT settings which can be selected via an image gallery. It also offers the ability to interactively manipulate the levels of fusion ranging from CT only to PET only and various scaled combinations. As MPR, MIP, SSD or VRT are different visualization modes possible with the same dataset, the user can arbitrarily switch between these modes as well as switch the actual display segment to full-screen mode. All modes can be registered and linked so the image manipulations including interactive slice browsing and image rotation are viewed in synchronization. The integrated editing package allows segmentation of 3D datasets either with manual contour creation, thresholding or 3D freeform segmentations. 3D segmentations are visualized on the MIP providing an overview of the findings. Findings are book marked allowing for quick navigation through the study during collaborative reviews. As layouts are configurable with preferred visualization orientations and modes the user can set default viewing preferences for when a study is loaded. The current presentation state of a study can be saved to facilitate easy call up at a later time. Deformable Registration enables the user to improve alignment of PET.CT images from multiple timepoints for many cases. Reading is not impaired by displaying "deformed" images; Instead, all reading tools such as cursors and reference lines are repositioned during reading based upon the displacement matrix. Quality control tools such as displacement grids and color maps enable evaluation of the deformable technique and confidence in a diagnosis. This engine brings hybrid image viewing to the referring physician in a comprehensive viewing application which can be included on a CD or DVD along with DICOM images This allows the user to visualize Biograph PET.CT or Symbia SPECT.CT images as well as standalone SPECT, PET, CT or MR studies **tools for drawing VOIs are not accessible after a deformable registration.* Applications Include: syngo TrueD, syngo TrueD RT Structure Creation, syngo TrueD Gating Visualization, syngo TrueD Deformable Registration, syngo Media Viewer
MI_PET_PM **MI PET Project Management**	A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment installation, and rigging, as well as the initiation of on-site clinical education.
MI_PET_FLWUP_32 **Follow-up training 32 hrs**	Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens**

Part No. / Product	Description
(Continued) MI_PET_FLWUP_32 Follow-up training 32 hrs	**obligation to provide the training will expire without refund.**
MI_PET_BCLS Basic Biograph Class	Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common *syngo* platform and instructions on build ng protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**
MI_PET_CTCRSTR CT Cross Trainer	CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. CT Cross Trainer printed self study materials for (1) imaging professional. These materia's will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. This educational offering must be completed (12) months from instal end date. If training is not completed within the applicable time period, Siemens obligat on to provide the training will expire without refund.
MI_PET_GATING_12 Initial onsite training 12 hrs - PET Gat	Up to (12) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**
MI_PET_INITIAL_32 Initial onsite training 32 hrs	Up to (32) hours of on-site clin cal education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Upt me Clinical Education phone support is provided during the warranty period for specified posted hours. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**
10249566 HD-PET # mCT (AWP) (Optional)	HD•PET Package provides unprecedented PET image quality with clearer, more defined PET images from edge-to-edge of the field of view. The world's only clinical PET technology with near uniform resolution throughout the entire field of view, HD•PET is the first to deliver razor sharp, distortion-free image quality from edge to edge. Allowing you to precisely visualize lesions with exceptional contrast and clarity. HD•PET Package contains TrueX, an Innovative Image process ng technique, as well as HI-REZ, and 3D iterative reconstruction. TrueX is an innovative image processing technology that is the final key to achieving HD•PET performance leve s. Convent onal PET technology ultimately causes loss of resolution and contrast in the final image especially fa ther from the center of the field of view. TrueX technology utilizes millions of accurately measured point spread functions in the iterative reconstruction of the image, and produce High Definition PET images with improved uniformity, high resolution, and superior contrast. HI-REZ provides optimized image process ng for maximum reconstructed image resolution for the most demanding clin cal and research applications. Provides 81 (109) image planes across the 162 (216) mm axial field-of-view (2.0 mm slice spacing). Supported reconstruction matrix: 128 x 128, 200 x 200, 256 x 256, 400 x 400, 512 x 512. Maximum reconstructed Image resolution is 4.4 mm FWHM at center. 3D Iterative reconstruction (OSEM) provides improved image quality in the most demanding low statistics acquisitions.
MI_PET_ADD_32 Additonal onsite training 32 hours (Optional)	Up to (32) hours of on-site clinical education train ng, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) maging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. **This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.**

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 306-6685

SIEMENS REPRESENTATIVE
Greg Thudium - (314) 630-1696

Part No. / Product	Description
MI_PET_ADD_CLS Additional Training Class (Optional)	Tuition for (1) attendee for a customer classroom course of choice at one of the Siemens training centers. Includes economy airfare and lodging for (1) attendee. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
M2SCT211PET Stellant D PET/CT Injector (stand) (Optional)	Stellant D Dual Head injector – pedestal mounted. The Stellant D PET/CT injector is a dual syringe injection system that enables clinicians to perform the most critical CT contrast exams, including cardiac CT and coronary CTA. - Real-time display of injection pressure in graph form. - Snap-on / twist-off syringe design. - Automatic plunger advance and retract when attaching and detaching syringes. - Automatic filling and priming with the touch of a button. - Stores and recalls up to 32 protocols. - Multi-phase programming (and patented Hold/Pause feature) - Programmable pressure limit Installation, applications and one year warranty provided by Medrad. This product has been tested and verified for compatibility with the following Siemens' products: Biograph and mCT. Compatibility with other products cannot be guaranteed and used w/any other products may void service contracts and/or system warranties. Additional Options Available M2SCTXDS700P - MEDRAD XDS™ extravasation detector – Pedestal M2SCTUFKP3TC - MEDRAD P3T Cardiac
LAPCT43GR GREEN Laser Marking System (Wall Mount) (Optional)	LAP's Laser Marking System is used in CT/virtual simulation. Consists of three movable solid state green crosshair lasers on a computerized rail. Positioning and travel accuracy < 0.25 mm. Each rail contains a microcomputer, an absolute encoder for position feedback and verification and a movable laser. Two LAP designed RS 485 serial interfaces to communicate with the PC and the keypad/display terminal. No distance restriction. A RS 232 serial interface for programming the laser rail. Brackets for angular installation. Lasers are controlled through the virtual simulation workstation (if interface is available), the IsoMark Software, or the keypad to define patient isocenter in the CT room. Includes PC with IsoMark Software loaded and tested. Isomark Software: IsoMark applications software program for transmitting, recording and verifying isocenter coordinate data. Control of the transfer of isocenter coordinates from the RTP workstation to the LAP PC. Additional manual input of patient data and isocenter and field corners coordinates. Permanent storage files for transmitted and marked patient and laser isocenter coordinate data. Zeroing lasers. User interface. Includes one year parts and labor warranty from LAP.

KIEFNER BROS. INC.
General Contractors

1459 N. Kingshighway
Cape Girardeau, MO 63701
P 573.334.0707
F 573.334.0708

October 22, 2009

Mr. Pat Bira
Southeast Missouri Hospital
1701 Lacey
Cape Girardeau, MO 63701

Re: Regional Cancer Center
Accelerator Vaults

Dear Mr. Bira:

Per your request and with reference to the subject job, Kiefner Brothers, Inc. provides the following.

Cost for shielding Accelerator No. 1 and No. 2, including concrete construction and steel plating, is $375,000 each.

It is our opinion that the shielding cost for the PET and CT Scan will be approximately $90,000.

Respectfully,

Thomas B. Kiefner

TBK/jl

DIVIDER II. PROPOSAL DESCRIPTION

1. PROVIDE A COMPLETE DETAILED PROJECT DESCRIPTION.

Southeast Missouri hospital proposes to: replace its Varian 2100 EX linear accelerator with an Elekta Infinity linear accelerator to, acquire a second Elekta Infinity linear accelerator, and, replace its mobile PET/CT service with a Siemens Biograph mCT 40 PET/CT. The existing equipment is located on the hospital's main campus at 1701 Lacey Street. The proposed equipment will be located in the under construction Southeast Missouri Hospital Regional Cancer Center on the hospital's West Campus at 789 South Mount Auburn Drive, which is approximately 2.5 miles away.

Note: This project involves the replacement and expansion of an existing service. However, since it will be located off the main campus the application must be prepared as if it were a "new" service. Therefore the application will be presented using the new service criteria but additional information describing the existing service will be included.

At the present time Southeast Missouri Hospital provides a full range of cancer care services. The hospital has been the leader in cancer care in southeast Missouri since 1967. The quality and scope of the cancer services provided at Southeast Missouri Hospital are primarily reflected by the outcomes the hospital's patients experience but also by the numerous accreditations the hospital has received that are directly related to cancer care.

- Magnet Accreditation to nursing services by American Nurses Credentialing Center
- Accreditation of Radiation Therapy by the American College of Radiology (only 4 in the state of Missouri, no)
- Accreditation with Commendation of Cancer Center by the American College of Surgeons Commission on Cancer
- Accreditation of Hospice and Home Health by The Joint Commission
- Accreditation of Hospital by The Joint Commission
- Accreditation of the laboratory by the Commission of Laboratory Accreditation of The College of American Pathologists

In order to maintain the quality of care that the hospital is known to provide and continue to meet the needs of the residents of the twenty-one Missouri and Illinois service area, Southeast Missouri Hospital has developed a plan to restructure and focus all cancer care services. This plan will address several pressing problems and needs. These include fragmentation of existing programs, significant additional space needs and a need to upgrade equipment technology and capacity.

Currently all cancer services are located at the Southeast Missouri Hospitals main campus but in three different areas. These services include radiation therapy, infusion services and the medical oncology clinic. At the present location, radiation therapy and infusion services are located in the oncology services building, adjacent to the main hospital. In addition, the medical oncology physician offices are located on the third floor of the Medical Office Building at the main hospital. There are a variety of functional and operational difficulties that exist due to logistical issues related to the design in which current oncology services are arranged and their perspective relative location. The primary problems associated with these design inefficiencies impact the cancer center patients with issues related to ambulation between various oncology services, process redundancies and unnecessary wait times. These issues exist due to the fact that a comprehensive approach to oncology services was not the primary focus of the building when it was originally designed.

Unfortunately the main hospital is landlocked with no suitable space to correct current problems or meet future needs. Therefore Southeast Missouri Hospital has undertaken the development of services, including the Regional Cancer Center at its West Campus. This center will bring together all of the elements of the existing cancer programs into a single easily accessible facility that has been designed specifically for this purpose.

The design structure of the new west campus Regional Cancer Center will accommodate the following technology and services, allowing for a much more patient centered focus to the provision of cancer care:

- Two New Linear Accelerators: Two Elekta Infinity linear accelerators with matching photon beam energies and matching MLC collimator field and leaf sizes. These two similar accelerators will support each other, when equipment failure occurs. This will allow for a reduction or elimination of down time, as one unit will likely remain operational allowing for continued treatment of patients. The goal of this back-up mechanism is to improve patient care and clinical outcomes consistent will excellent customer service. One of these units will replace the existing soon-to-be seven-year-old Varian linear accelerator while the second will address the issues described above as well as accommodate current and projected utilization increases.

- Relocate Novalis SRS: The existing Novalis Shaped Beam linear accelerator will be relocated to the location of the west campus Regional Cancer Center to support the current SRS/SRT service offering. The Stereotactic Radiosurgery program is projected to continue to grow. The specialized design and technology that the Novalis Shaped Beam linear accelerator offers is specific to the treatment of specific organ sites. This is

due to a field size limitation of 10cm² and single photon energy of 6 MV that will not accommodate the needs of the majority of patients undergoing radiation therapy for other, more common organ sites. The market value of the Novalis along with the cost of its shielding is approximately $700,000 and therefore the relocation of this unit is not subject to CON review but is being presented to give a complete overview of the Cancer Center.

- Medical Oncology Infusion and Physician Offices: The Medical Oncology Clinic and Infusion services at the new Regional Cancer Center are expected to experience considerable growth based on the recent hiring of four, full-time and one part-time hospital employed medical oncologists. The total number of medical oncologists is also expected to increase to 5.5 FTE's by January 2011. Infusion services will be supported by 33 infusion chairs and two private rooms. Services that will be offered in addition to chemotherapy include biotherapy, IV therapy, blood transfusions, IV antibiotics and lab draws. In addition, hereditary cancer screening for breast, colon and melanoma will be provided at the Regional Cancer Center.

- Pharmacy: Infusion and Retail: The west campus Regional Cancer Center will have an infusion pharmacy centrally located on the second floor of the medical oncology center to support the needs of those patients receiving chemotherapy and other infusion therapies. This service will allow for better patient care through operational efficiencies related to location and improved safety related to the handling of hazardous pharmaceutical agents. To provide a high level of convenience to patients of the cancer center and their families, a full retail pharmacy will also be availed in an adjoining building, resulting in the ability of compromised patients to obtain their prescriptions before leaving the facilities.

- Laboratory: A full service Laboratory, with blood products will be located on the first floor of the Regional Cancer Center. Due to the range of infusion services that will be offered at the west campus Regional Cancer Center a full service lab is needed. This service will be necessary to support oncology patients, diagnostic imaging services and other healthcare providers located in the attached Medical Office building.

- Support Services: Support services such as social services, chaplain services, nutritional counseling and patient navigator will be provided at the Regional Cancer Center to ensure that all aspects of the cancer patients needs are met. These services will be coordinated as part a team effort with offices and conference room located on the first floor of the facility.

- Community Programs: Community programs and support groups that will be offered at the Regional Cancer Center include Turning Point for breast

cancer survivors; grief support groups to provide emotional support and education regarding loss and healing, "We Can" support group and an ostomy support group. Other community programs that are supported by SEMH and Regional Cancer Center staff include Relay for Life, We Can Weekend, the annual Cancer Symposium and American Cancer Society functions that are coordinated with SEMH.

- PET/CT, Diagnostic CT and Bariatric CT: The existing mobile PET/CT services on the main campus by Shared Medical Services will be replaced by a fixed Siemens Biograph mCT 40 – 40 slice Wide Bore PET/CT unit in the Imaging Center in the Medical Office Building. Currently PET/CT exams are only provided two days a week for three or four hours each day. This process does not provide a timely system in diagnosing and caring for the cancer patient. A dedicated fixed based PET/CT system that is convenient and easily accessed is needed. The Siemens PET/CT system will provide diagnostic PET/CT exams for cancer diagnosis in a timely manner. Additionally, the table will be designed with the ability to accept a flat top that is attached to the table to allow for PET/CT treatment planning. Laser Light assembly is part of the system to allow for a more exact alignment during the treatment planning. The system is planned to have a big bore opening to allow for patient support devices that are used in the treatment planning procedure. The CT portion of the PET/CT will also be used for diagnostic CT exams for the cancer patients. PET/CT will also be able to accommodate obese or bariatric patients due to the 78 centimeter width of the CT equipment.

- MRI: Diagnostic and Treatment Planning: An MRI will also be housed in the Imaging Center. The MRI that is planned for the Imaging Center is a Siemens 1.5 T Essenza system. It will have the necessary software to provide a broad range of MRI exams. The MRI will provide convenient access for diagnostic MRI exams that the cancer patients will need. The MRI will also be used as a follow-up to patients who have had treatments. Additionally, the MRI is used in some cases for treatment planning purposes. It is estimated that 15% of the cancer patients will have MRI treatment planning procedures. The planned unit has a total cost of less than one million dollars.

- Imaging Services: In addition to the PET/CT and the MRI, the comprehensive imaging services are also planned to include a Nuclear Medicine Gamma camera, Digital Radiographic system and Ultrasound equipment.

- Regional Medical Complex: The 54,239 square foot Regional Cancer Center is designed to be connected by an indoor concourse, or link, to a 44,000 square foot Regional Medical Complex on the same site. The Complex involves a comprehensive array of imaging services described

above which are designed to serve primarily the patients and families of the Regional Cancer Center. In addition, the imaging services serve the patients of the physicians with offices in the Complex, which is capable of providing tenancy for up to approximately 20 providers. These offices are in addition to the offices availed for radiation oncologists and medical oncologists located in the Regional Cancer Center. The collection of the two buildings allows a comprehensive support for the many co-morbidities, symptoms and diagnostic needs of many primary care and specialty Physicians located in the buildings. The building already serves 3 physicians as of the date of this application and the capacity to locate other valued community medical services remains in unfinished shell space.

- Café: Also within the Regional Medical Complex is a 1,000 square foot area dedicated to the nutritional needs of patients and families visiting the two buildings. Hot and cold beverages, limited sandwich menus and nutritious snacks will be located in the building to assure dietary needs of all visitors to the building. Hydration and dietary supplement is a specific and critical need of patients receiving chemotherapy.

This application addresses the three components of the above-described program that are subject to Certificate of Need review. These are:

- An Elekta Infinity linear accelerator to replace the existing Varian 2100 EX linear accelerator that will be seven years old when radiation therapy services begin at the new Cancer Center. This unit also has increasing maintenance issues and is approaching end of life with regard to technology. While the 2100 EX linear accelerator is maintained in good working order it lacks technological capabilities such as Image Guided Radiation Therapy (IGRT) through Cone Beam CT imaging and Volumetric Intensity Modulated Arc Therapy (VMAT) capability that offer substantial benefit to cancer patients.

  An additional Elekta Infinity linear accelerator is also being purposed to address increasing utilization and provide redundancy when the other unit requires maintenance or is otherwise unavailable. This unit will also offer matching photon beam energies, matching MLC collimation devices, matching leaf sizes with an optically guided treatment couch that has six dimensional movements for improved patient accuracy. The addition of these features with the initial purchase of this machine will allow for it to be upgraded to in a more financially feasible method of providing SRS capability at a later date. The intent of this approach is to upgrade this Elekta Infinity accelerator with SRS potential to eventually replace the Novalis system when it has reached its technological limitations based on new technology in the industry.

These two similar accelerators will support each other, when equipment failure occurs or in the event of scheduling issues. The goal of this back-up mechanism is to improve patient care and clinical outcomes and provide our patients with excellent customer service. This will allow for a reduction or elimination of down time as one unit will likely remain operational allowing for continued treatment of patients. The current Varian unit mentioned above is currently operating in excess of 50 hours per week when considering all of the processes such as patient treatment, block check simulations, portal imaging, IMRT QA, diode dosimetry and physics QA that are performed. Its current utilization is approaching 6,000 treatments and over 1,900 treatment related procedures annually. A second linear accelerator will meet the need associated with increasing utilization, allow for better scheduling options for cancer patients, provide improved efficiency with regard to managing an increasing work load and insure that at least one unit is available when operating problems occur or maintenance is needed on the other. The cost of this both Elekta Infinity linear accelerators including necessary shielding is $5,637,624.73.

- A Siemens Biograph mCT 40 PET/CT to replace the existing mobile service presently provided by Shared Medical Services. The existing service is only available six to eight hours per week but still has been performing well in excess of 400 scans per year. Providing a fixed PET/CT will enable more timely scans for patients, improve scheduling and better support the overall mission of the Cancer Center.

  The proposed Siemens Biograph mCT 40 PET/CT will be part of comprehensive imaging center at the West Campus site. This site will have the new Regional Cancer Center and the new Southeast Regional Medical Complex. The Siemens Biograph mCT 40 PET/CT will provide a service currently not available in the area, bariatric PET/CT. This scanner will accommodate patients who weigh up to 550 pounds and the gantry opening, or bore, will be one of the largest in the region at 78cm. Additionally, the CT portion of this system will provide a much needed diagnostic CT service to the bariatric patients of the service area. The cost of the Siemens Biograph mCT 40 including shielding is $2,406,836.

The three pieces of major medical equipment being proposed in this application, at a total cost of $8,044,460 are needed and essential to the mission and success of the Southeast Missouri Hospital Regional Cancer Center. Together with the wide range of complimentary technological and medical services and programs this equipment will enable the residents of southeast Missouri to continue to receive the highest quality cancer care available.

2. PROVIDE A LEGIBLE CITY OR COUNTY MAP SHOWING THE EXACT LOCATION OF THE PROPOSED FACILITY.

Maps showing the locations of the proposed site at 789 South Mount Auburn Drive and the main hospital site at 1701 Lacey Street are included in this Divider.

3. DEFINE THE COMMUNITY TO BE SERVED.

The community to be served includes 14 counties that comprise the primary and secondary service areas of Southeast Missouri Hospital. The primary service area consists of seven counties while the secondary service area is comprised of an additional seven counties. In addition there are seven Illinois counties that are part of the service area. As has been the CNP's practice the Illinois counties are not included in any of the need calculations. A map illustrating the primary service area is included in this Divider.

4. PROVIDE 2010 POPULATION PROJECTIONS FOR THE PROPOSED GEOGRAPHIC SERVICE AREA.

Projected year 2015 population data for the service area as provided by DHSS is included in this Divider.

5. PROVIDE OTHER STATISTICS TO DOCUMENT THE SIZE AND VALIDITY OF ANY USER DEFINED SERVICE AREA.

Patient origin data for the service area is included in this Divider.

6. IDENTIFY SPECIFIC COMMUNITY PROBLEMS OR UNMET NEEDS THE PROPOSAL WOULD ADDRESS.

Linear Accelerators

Based on the projected growth due to physician referrals in the Cape Giradreau, MO region SEMH will exceed the maximum capacity of patients that can be treated on one linear accelerator. Much of this is due to the highly specialized nature of the Novalis with regard to field size constraints and low photon energy. As the patient need for non-SRS/SRT related treatment increases, we must have two linear accelerators to support our volumes. In addition, there have been advancements in radiation therapy technology that now allow for a more precise and accurate patient positioning. This translates into improved clinical outcomes, better quality care and improved patient satisfaction. There are two Elekta Infinity linear accelerators being proposed in this application. It is purposed that an Elekta Infinity linear accelerator be

purchased to replace the existing Varian 2100 EX linear accelerator that will be seven years old in 2010, has increasing maintenance issues and is approaching end of life with regard to technology. While the 2100 EX linear accelerator is maintained in good working order it lacks technological capabilities such as Image Guided Radiation Therapy (IGRT) through Cone Beam CT imaging and Volumetric Intensity Modulated Arc Therapy (VMAT) capability that offer substantial benefit to cancer patients.

An additional Elekta Infinity linear accelerator is also being purposed that will offer matching photon beam energies, matching MLC collimation devices, matching leaf sizes with an optically guided treatment couch that has six dimensional movements for improved patient accuracy. The addition of these features with the initial purchase of this machine will allow for it to be upgraded, at a later date to provide SRS capability. The intent of this approach is to upgrade this Elekta Infinity accelerator with SRS capability to replace the Novalis when it has reached its technological limitations based on new technology in the industry.

These two similar accelerators will support each other, when equipment failure occurs or in the event of scheduling issues. The goal of this back-up mechanism is to improve patient care and clinical outcomes and provide our patients with excellent customer service. This will allow for a reduction or elimination of down time as one unit will likely remain operational allowing for continued treatment of patients.

The current Varian unit mentioned above is currently operating in excess of 50 hours per week when considering all of the processes such as patient treatment, block check simulations, portal imaging, IMRT QA, diode dosimetry and physics QA that are performed. Its current 2009 utilization is approaching 6,000 treatments and over 1,900 treatment related procedures annually. A second linear accelerator will meet the need associated with increasing utilization, allow for better scheduling options for cancer patients, provide improved efficiency with regard to managing an increasing work load and insure that at least one unit is available when operating problems occur or maintenance is needed on the other.

PET/CT

The existing PET service has been provided at Southeast Missouri Hospital by Shared Medical Services since 2003. It is projected to perform 466 procedures in 2009 even though it is only on site two days per week for a total of 3 to 4 hours each day.

The proposed Siemens Biograph mCT40 PET/CT will be part of a comprehensive Imaging Center at the new Regional Cancer Center. Increasing utilization, availability of the PET/CT services and location were all key

factors the hospital considered in determining a fixed unit was needed. The proposed Siemens mCT 40 PET/CT unit will also provide a service currently not available in the service area, bariatric PET/CT. This equipment will be able to accommodate patients who weigh up to 550 pounds and the gantry opening, or bore, will be one of the largest in the region at 78 cm. This is an opportunity to improve services for the hospital's patients while also meeting a community need presently not being addressed. In addition, because the CT portion of this unit is designed to provide high quality diagnostic CT's, Southeast Missouri Hospital will also be providing a much needed diagnostic CT service to the bariatric patients of the service area. This is in addition to serving any patient who is being treated at the West Campus site.

As noted above, currently the hospital uses a mobile PET/CT service, which is available only 2 days a week for a few hours each day. To provide appropriate care for our oncology patients, a more inclusive service is considered necessary. PET/CT is needed for diagnostic purposes as well as treatment planning. To have this service available at any time would not only add convenience for the physicians and patients, but will also expedite the treatment of the patient's life threatening disease.

Location is also a key component to this project. The Cancer Center will house not only the Medical Oncologists, but also the Radiation Oncologists. Additionally, the MOB located at this same site will house 12 to 14 Internal Medicine and Family Practice type offices. To streamline the center and increase efficiencies, an onsite PET/CT and diagnostic CT is the best-case solution. Using one piece of equipment for MOB and Cancer Center patients is good stewardship of Southeast Missouri Hospital's resources.

7. PROVIDE HISTORICAL UTILIZATION FOR EACH OF THE PAST THREE YEARS AND UTILIZATION PROJECTIONS THROUGH THE FIRST STHREE YEARS OF OPERATION OF THE NEW S.

Projected utilization is as follows:

Year	PET/CT	LINAC* TRMTS	LINAC* PROCEDURES
2011	620	7,609	9,640
2012	785	8,348	10,490
2013	1,065	9,061	11,360

* For two proposed Elekta Infinity linear accelerators. Excludes SRS & SRT treatment procedures performed on the Novalis Linear Accelerator.

8. PROVIDE THE METHODS AND ASSUMPTIONS USED TO PROJECT UTILIZATION.

Utilization projections are based on past and current utilization. Both radiation therapy and PET/CT are well-established services at Southeast Missouri Hospital.

Beginning in 2008 there has been a substantial increase in referrals for radiation therapy that is due to the recent hiring of SEMH employed medical oncology physicians. Many of the patient referrals from medical oncology have resulted in the need for concurrent radiation therapy and the need for concurrent radiation and medical oncology services continues to grow. Other specialties that have added new physicians with privileges at SEMH are dermatology, neurosurgery and urology. Both Neurosurgery and Urology have historically provided a substantial amount of referrals for radiation therapy. Increased physician growth in these areas is consistent with an increased volume of radiation therapy referrals.

With regard to PET/CT, even though the existing mobile unit is only on site two days per week for three to four hours each of those days it is still performing in excess of 450 scans annually. A full time, fixed unit is expected to meet a currently underserved need.

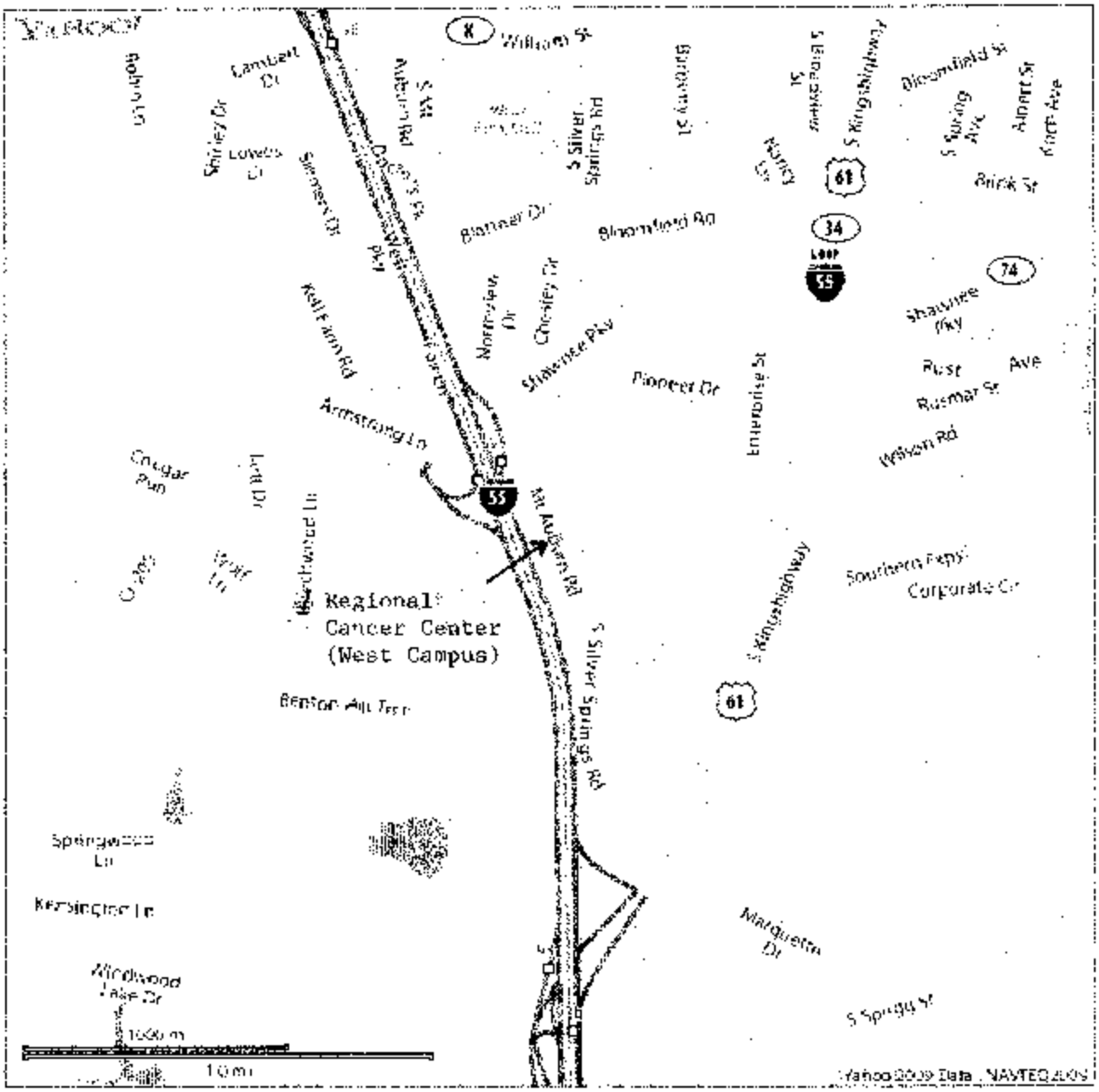
9. DOCUMENT THAT CONSUMER NEEDS AND PREFERENCES HAVE BEEN INCLUDED IN PLANNING THIS PROJECT AND DESCRIBE HOW CONSUMERS HAD AN OPPORTUNITY TO PROVIDE INPUT.

A public notice regarding the project was published in the Southeast Missourian newspaper on October 23, 2009. A copy of the notice is included in this Divider.

10. PROVIDE COPIES OF ANY PETITITONS, LETTERS OF SUPPORT OR OPPOSITION RECEIVED.

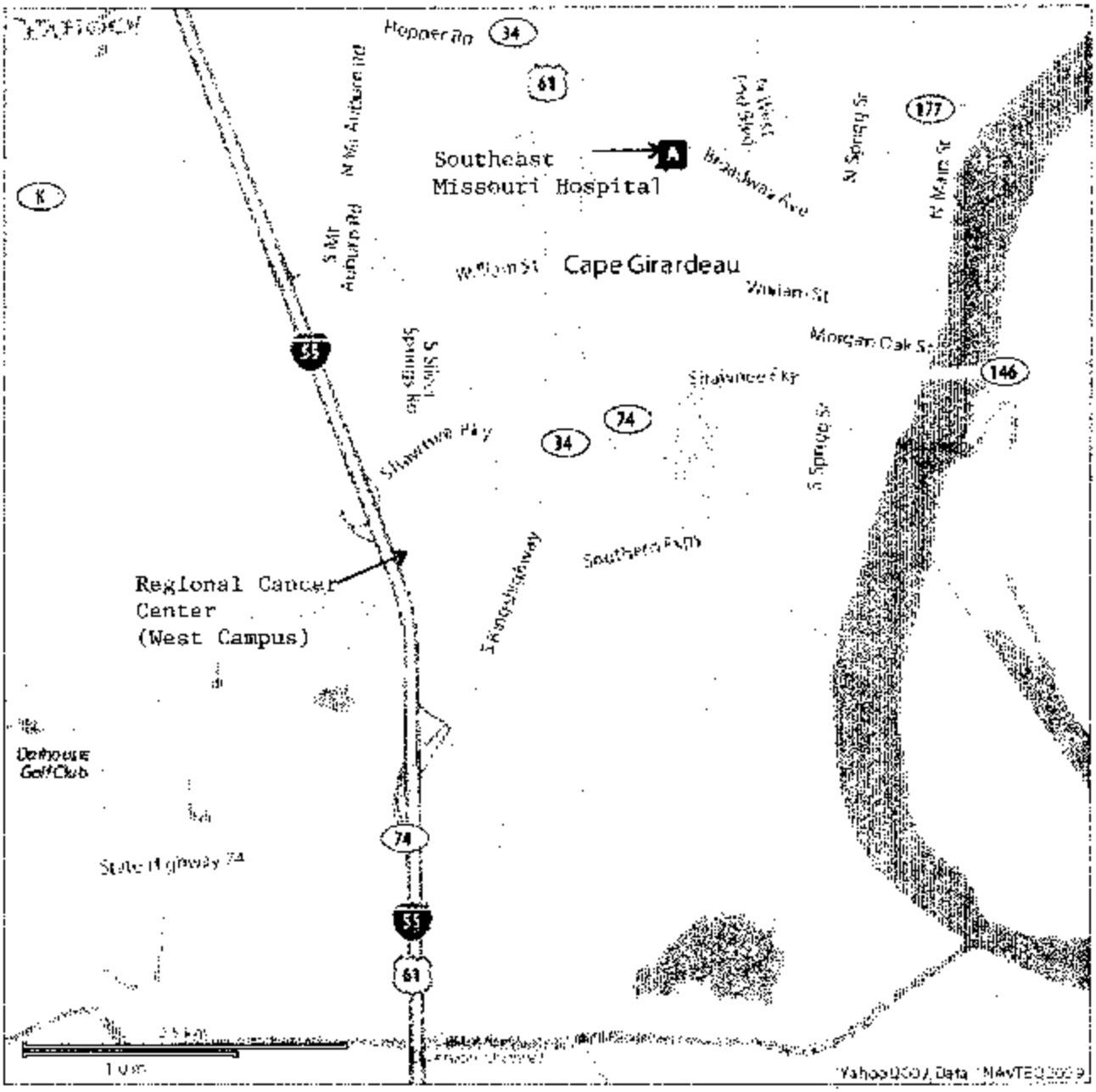
Letters of support received to date are included in this Divider. Any additional letters will be forwarded to the CNP as they are received.

Map of 1701 Lacey St, Cape Girardeau, MO 63701-5230



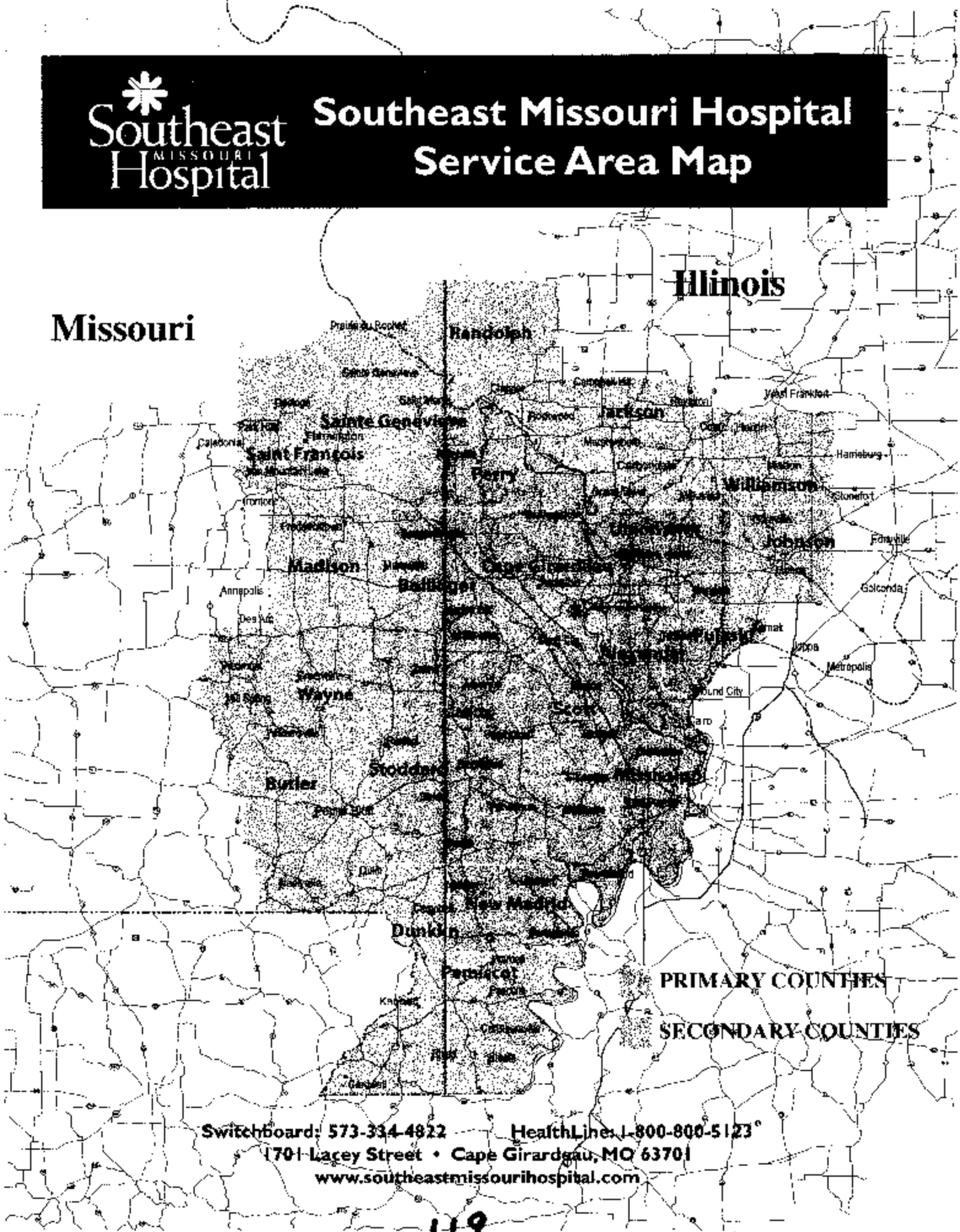
When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

Map of 1701 Lacey St, Cape Girardeau, MO 63701-5230



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

Southeast Missouri Hospital Service Area Map



Switchboard: 573-334-4822 HealthLine: 1-800-800-5123

1701 Lacey Street • Cape Girardeau, MO 63701

www.southeastmissourihospital.com

2015	Total Population	65+ Population
Bollinger	12,403	1,938
Cape Girardeau	76,997	12,308
Butler	41,594	7,789
Dunklin	30,575	5,416
Madison	12,650	2,426
Mississippi	12,784	2,150
New Madrid	15,764	2,993
Perry	19,529	3,087
Pemiscot	17,856	2,716
Scott	40,797	6,712
St. Francois	67,349	10,562
Ste. Genevieve	18,003	2,810
Stoddard	29,504	5,887
Wayne	12,378	2,815

Population Estimate for the State of Missouri			
	Year		Year
	2007		2015
County/City	Population	Service Area	Projected
Bollinger County	12,118	Primary	12,403
Cape Girardeau County	72,740	Primary	76,997
Mississippi County	13,672	Primary	41,594
New Madrid County	17,779	Primary	30,575
Perry County	18,794	Primary	12,650
Scott County	40,735	Primary	12,784
Stoddard County	29,738	Primary	15,764
Butler County	41,326	Secondary	19,529
Dunklin County	31,623	Secondary	17,856
Madison County	12,180	Secondary	40,797
Perniscot County	18,780	Secondary	67,349
St. Francois County	62,810	Secondary	18,003
Ste. Genevieve County	17,841	Secondary	29,504
Wayne County	12,655	Secondary	12,378
Total for Selection	402,791		408,183

Illinois Service Area Population Estimates and Projections

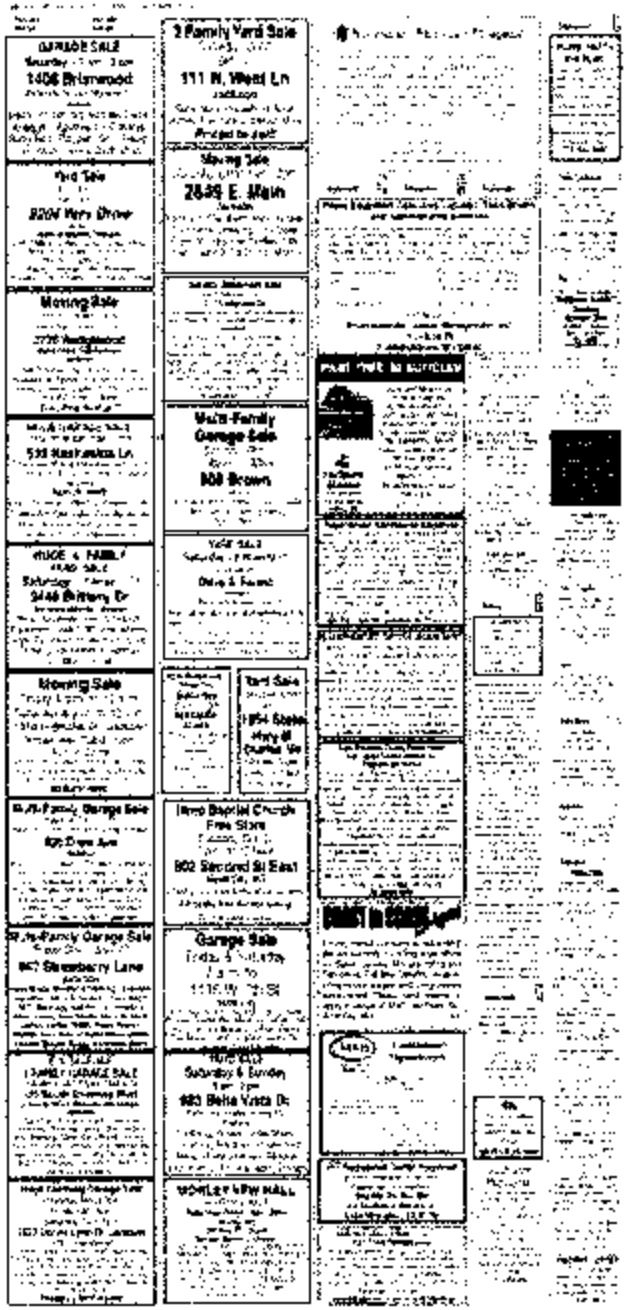
Source: Hospital Industry Data Institute

	Service Area	2009 Population Estimate	2014 Population Projection
Alexander	Primary	8,200	7,446
Jackson	Secondary	58,733	58,457
Johnson	Secondary	13,136	13,340
Pulaski	Primary	6,336	5,824
Randolph	Secondary	32,563	31,963
Union	Primary	18,302	18,405
Williamson	Secondary	65,276	67,680

Southeast Missouri Hospital - Service Area Patient Origin Data

County	State	DCs	Missouri % Origin
Primary Service Area			
CAPE GIRARDEAU	MO	4425	44.3%
SCOTT	MO	1587	15.9%
STODDARD	MO	832	8.3%
BOLLINGER	MO	637	6.4%
NEW MADRID	MO	448	4.5%
MISSISSIPPI	MO	423	4.2%
PERRY	MO	423	4.2%
Secondary Service Area			
BUTLER	MO	265	2.7%
DUNKLIN	MO	229	2.3%
WAYNE	MO	179	1.8%
PEMISCOT	MO	164	1.6%
RIPLEY	MO	124	1.2%
MADISON	MO	97	1.0%
CARTER	MO	36	0.4%
SAINT FRANCOIS	MO	28	0.3%
SAINTE GENEVIEVE	MO	25	0.3%
Other Counties Served			
IRON	MO	14	0.1%
REYNOLDS	MO	13	0.1%
CLAY	AR	12	0.1%
SAINT LOUIS	MO	10	0.1%
JEFFERSON	MO	5	0.1%
SAINT LOUIS CITY	MO	5	0.1%
Illinois Counties			
ALEXANDER	IL	490	4.4%
UNION	IL	233	2.1%
PULASKI	IL	151	1.4%
JACKSON	IL	43	0.4%
RANDOLPH	IL	42	0.4%
WILLIAMSON	IL	40	0.4%
JOHNSON	IL	23	0.2%

Origin is the % of hospital's inpatients that live in the county listed



OFFICE OF THE LIEUTENANT GOVERNOR
STATE OF MISSOURI
JEFFERSON CITY
65101
www.ltgov.mo.gov

PETER D. KINDER
LIEUTENANT GOVERNOR

STATE CAPITOL
ROOM 224
(573) 751-4727

October 21, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Dear Mr. Piper:

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

It is my understanding that the major medical equipment components of the Hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve, it is essential that Southeast Missouri Hospital make those improvements available to its patients.

Had Southeast Missouri Hospital been able to complete this project on the main campus, much of it would not even be subject to a full Certificate of Need review. Unfortunately the space constraints of the land-locked main campus make it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

Peter Kinder

PETER D. KINDER
Lieutenant Governor

MISSOURI SENATE

JASON G. CROWELL
27TH District

October 19, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing to express my support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide comprehensive cancer care services in the Southeast Missouri.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is essential that Southeast make those improvements available to its patients.

Had Southeast been able to complete this project on the main campus much of it would not even be subject to a full Certificate of Need review. Unfortunately the space constraints of the land-locked main campus make it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration by approving Southeast Missouri Hospital's Certificate of Need application. Thank you for considering this request.

Sincerely,

Jason G. Crowell

STATE CAPITOL, ROOM 323
JEFFERSON CITY, MO 65101-6806
TELE: 573-751-2459 — FAX: 573-522-9289
jcrowell@senate.mo.gov

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CAPITOL OFFICE
State Capitol
201 West Capitol Avenue
Jefferson City, MO 65101-6806
Tele: (573) 751-1443
Fax: (573) 526-0787
E-Mail:
clint.tracy@house.mo.gov

DISTRICT ADDRESS
P.O. Box 1934
Cape Girardeau, MO 63702
Tele: 866-742-9478

MISSOURI HOUSE OF REPRESENTATIVES

CLINT TRACY

State Representative
District 158

COMMITTEES

Member:

Appropriations - Agriculture and Natural Resources
Conservation and Natural Resources
Transportation
Ways and Means
Special Standing Committee on Emerging Issues in Animal Agriculture

October 20, 2009

Thomas R. Piper, Director
Certificate of Need Program
P.O. Box 570
Jefferson City, MO 65102

Dear Mr. Piper:

I write to you today to ask you to grant Southeast Hospital's Certificate of Need application. Southeast Hospital is a quality provider of cancer care in the region and seeks to expand its services by relocating its Cancer Center to its west campus, replacing linear accelerators and a PET/CT, and purchasing new equipment based on need.

If approved, this request will ensure the surrounding community that they will continue to have access to one of the highest quality cancer centers in the country. This expansion is essential for cancer patients and this community. Please approve their request.

Thank you for your consideration. If you have further questions, please contact my office.

Sincerely,

Clint Tracy

CAPITOL ADDRESS:
State Capitol · Room 404 B
Jefferson City, MO 65101-6806
Tele: 573-751-6662
Fax: 573-522-6191

DISTRICT ADDRESS:
P.O. Box 736
Jackson, MO 63755
Tele: 573-335-0706

PLEASE RESPOND TO CAPITOL ADDRESS.

Scott A. Lipke

MISSOURI HOUSE OF REPRESENTATIVES
DISTRICT 157

COMMITTEES

Chairman, Crime Prevention

Appropriations – General Administration

Judiciary

Special Committee on Transportation & Infrastructure

October 20, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

It is my understanding that the major medical equipment components of a hospital's plan, including linear accelerators and a PET/CT, is subject to Certificate of Need review. I strongly support Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive.

Some of the existing Cancer Center equipment is in need of replacement and additional equipment will be utilized to address current and projected patient needs. All of this equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve, it is essential that Southeast Missouri Hospital make those improvements available to its patients.

Had Southeast Missouri Hospital been able to complete this project on the main campus, much of it would not even be subject to a full Certificate of Need review. Unfortunately, the space constraints of the land locked main campus make it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I hope that the Missouri Health Facilities Review Committee will take all of these factors into consideration when reviewing the Certificate of Need application. Thank you for considering this request.

Sincerely,

Scott A. Lipke
State Representative

Southeast Missouri Hospital

Hematology-Oncology Associates of
Southeast Missouri Hospital
Robert K. Oldham M.D.

Date: Oct. 20, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand our Cancer Center from the main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to provide these services. As technology continues to improve, it is essential that Southeast make those improvements available to its patients.

Had Southeast been able to complete this project on the main campus, much of it would not be subject to a full Certificate of Need review. Unfortunately, the space constraints of the land-locked main campus made it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet the needs of patients with cancer and blood disorders.

1723 Broadway • Suite 315
Cape Girardeau, MO 63701 • Phone (573) 331-7970 • Fax (573) 331-7862

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

Robert K. Oldham MD
Director, Hematology-Oncology
Southeast Missouri Hospital

Joseph P. Miller, M.D.

325 S. KINGSHIGHWAY, SUITE G
P.O. BOX 1724
CAPE GIRARDEAU, MO 63702-1724
(573) 335-5006

October 19, 2009

Thomas R. Piper, Director
Certificate of Need Program
P.O. Box 570
Jefferson City, MO 65102

RE: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper,

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

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I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in Southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

Joseph P. Miller, M.D.
Medical Director Radiation Oncology

SPRADLING & SPRADLING
ATTORNEYS AT LAW
1838 BROADWAY
P. O. DRAWER 1119
CAPE GIRARDEAU, MO. 63702-1119

A. M. Spradling Jr. 1920 - 2004*
**A. M. Spradling III*

** Licensed in Missouri & Illinois*

Area Code 573
335-8296
FAX 335-8525
spradlaw@sbcglobal.net

October 19, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

RE: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

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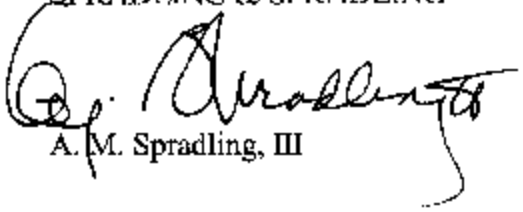
I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application.

Thank you for considering this request.

Yours very truly,

SPRADLING & SPRADLING



A. M. Spradling, III

AMSIII:plp

DIVIDER III. SERVICE SPECIFIC CRITERIA AND STANDARDS:

1. FOR NEW UNITS ADDRESS THE NEED FORMULA FOR THE PROPOSED GEOGRAPHIC SERVICE AREA.

PET/CT

There are presently the equivalent of .53 PET/CT units in the Missouri portion of the service area. Existing services and their full time equivalent availability are provided at the following sites:

- Southeast Missouri Hospital - .08
- St. Francis Hospital - .17
- Poplar Bluff Medical Partners, LLC - .08
- Poplar Bluff Reg. Med Ctr. - .04
- Perry County Memorial Hospital - .04
- Missouri Delta Medical Center - .04
- Mineral Area Regional Med Ctr. - .08

The projected 2015 population of the service area is 408,183. Utilizing the standard of one PET/CT per 500,000 population, and based on the availability of the equivalent of .53 full time PET/CT units, there is a need for an additional .29 PET/CT units in the service area.

It should be noted that the PET/CT proposed in this application is replacing an existing mobile service. If the proposed unit were located at the present site it would only be subject to an expedited Certificate of Need review.

Linear Accelerators

There are seven existing and approved linear accelerators in the service area at the following sites:

- Southeast Missouri Hospital – 2
- St. Francis Hospital - 1 + 1 approved
- Poplar Bluff Reg. Med. Ctr. – 1
- Bethesda Cancer Center - 1
- Farmington Reg. Rad. Therapy – 1

The projected 2015 population of the service area is 408,183. Utilizing the standard of one linear accelerator per 100,000 population there is a surplus of 2.92 units in the service area.

However, it should be noted that one of the proposed linear accelerators will be replacing one of the existing units and the second is needed for the reasons described in this application.

2. **FOR NEW UNITS, ADDRESS THE MINIMUM ANNUAL UTILIZATION STANDARD FOR THE PROPOSED GEOGRAPHIC SERVICE AREA.**

PET/CT

As shown above there are the equivalent of .53 full-time PET/CTs currently available in the service area. According to the DHSS, for the most recent year, those units reporting utilization (.29 equivalent) performed 855 procedures, which is equivalent to a utilization rate of 2,948 procedures annually for a fixed unit. This is well in excess of the standard of 1,000 procedures per unit annually.

Linear Accelerators

As shown above there are six existing and one approved linear accelerators currently available in the service area. The data reported by other hospitals to DHSS, along with actual utilization data experienced at Southeast Missouri Hospital are reported below. According to the DHSS, for the most recent year data is available, four of those units reported utilization data. They are:

- Southeast Missouri Hospital – 2 units – 4,932 treatments
- St. Francis Medical Center – 1 unit - 5,597 treatments
- Poplar Bluff Reg. Med Ctr. – 1 unit -- 4,288 treatments

The four units performed an average of 3,704 treatments per unit. Therefore the utilization of the existing units exceeds the CON standard of 3,500 treatments per linear accelerator.

It should be noted that one of the proposed linear accelerators is intended to replace the existing Varian linear accelerator at Southeast Missouri Hospital. In addition the other existing unit at Southeast Missouri Hospital is a specialized Novalis SRS unit, which treats a select population and performs a much smaller number of treatments per patient. As a result, the number of treatments it performs on an annual basis is expected to be well below the average number of treatments performed on a traditional linear accelerator.

3. **FOR ANY NEW UNIT WHERE SPECIFIC NEED AND UTILIZATION STANDARDS ARE NOT LIITED PROVIDE THE METHODOLOGY FOR DETERMINING NEED.**

Not Applicable.

4. **FOR ADDITIONAL UNITS, DOCUMENT COMPLIANCE WITH THE OPTIMAL UTILIZATION STANDARD, AND IF NOT ACHIEVED,**

PROVIDE DOCUMENTATION TO JUSTIFY THE ADDITIONAL UNIT.

Not Applicable

5. **FOR EVOLVING TECHNOLOGY ADDRESS THE FOLLOWING:**

- **MEDICAL EFFECTS AS DESCRIBED AND DOCUMENTED IN PUBLISHED SCIENTIFIC LITERATURE;**

- **THE DEGREE TO WHICH THE OBJECTIVES OF THE TECHNOLOGY HAVE BEEN MET IN PRACTICE;**

- **ANY SIDE EFFECTS, CONTRAINDICATIONS OR ENVIRONMENTAL EXPOSURES;**

- **THE RELATIONSHIPS, IF ANY, TO EXISTING PREVENTIVE, DIAGNOSTIC, THERAPEUTIC OR MANAGEMENT TECHNOLOGIES AND THE EFFECTS ON THE EXISTING TECHNOLOGIES;**

- **FOOD AND DRUG ADMINISTRATION APPROVAL;**

- **THE NEED METHODOLOGY USED BY THIS PROPOSAL IN ORDER TO ASSESS EFFICACY AND COST IMPACT OF THE PROPOSAL; AND**

- **THE DEGREE OF PARTNERSHIP, IF ANY, WITH OTHER INSTITUTIONS FOR JOINT USE AND FINANCING.**

All of item 5 is not applicable.

DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS:

1. **DOCUMENT THAT SUFFICIENT FINANCING IS AVAILABLE BY PROVIDING A LETTER FROM A FINANCIAL INSTITUTION OR AN AUDITORS STATEMENT INDICATING THAT SUFFICIENT FUNDS ARE AVAILABLE.**

   A copy of Southeast Missouri Hospital's most recent audited financial statement is included in this Divider in a separate file as part of this application. A copy of the balance sheet from the audit is included as part of this file.

2. **PROVIDE SERVICE-SPECIFIC REVENUES AND EXPENSES (FORM MO 580-1865) PROJECTED THROUGH THREE (3) YEARS BEYOND PROJECT COMPLETION.**

   Service-Specific Revenue and Expense forms are included in this Divider.

3. **DOCUMENT HOW PATIENT CHARGES WERE DERIVED.**

   Both the linear accelerators and PET/CT are existing services. Patient charges will not be affected as a result of this project. Presently, Southeast Missouri Hospital offers Linear Accelerator and PET/CT, therefore charges are already in place. No new charge structure is required.

4. **DOCUMENT RESPONSIVENESS TO THE NEEDS OF THE MEDICALLY INDIGENT.**

   Southeast Missouri Hospital accepts all patients regardless of ability to pay. A copy of Southeast Missouri Hospital's financial assistance policy is attached.

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORTS

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

December 31, 2008 and 2007

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

DECEMBER 31, 2008 and 2007

CONTENTS

KEB
Kerber, Eck & Braeckel LLP

CPAs and
Management Consultants

1115 W. Main Street
Carbondale, IL 62903-1417
ph 618.529.1040
fax 618.549.2311
www.kebcpa.com

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

Board of Trustees
Southeast Missouri Hospital Association
Cape Girardeau, Missouri

We have audited the accompanying balance sheets of Southeast Missouri Hospital Association as of December 31, 2008 and 2007, and the related statements of operations, changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeast Missouri Hospital Association as of December 31, 2008 and 2007, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2009 on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of the Association taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U. S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects, in relation to the basic financial statements taken as a whole.

The supplementary information presented on pages 24 through 26 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the audit procedures applied in the audit of the basic financial statements and accordingly, we express no opinion it.

Carbondale, Illinois
March 20, 2009

Kerber, Eck & Braeckel LLP

FINANCIAL STATEMENTS

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

BALANCE SHEETS

December 31

ASSETS	2008	2007
CURRENT ASSETS		
Cash and cash equivalents	$ 1,273,648	$ 727,187
Current portion of assets whose use is limited (Notes D and F)	1,235,753	1,213,754
Accounts receivable		
Patient, less estimated uncollectibles of $14,400,000 in 2008 and $9,700,000 in 2007	50,171,536	42,038,448
Other accounts receivable	3,477,697	3,034,009
Supplies	11,410,230	9,838,607
Other	1,553,785	1,885,609
Total current assets	69,122,649	58,737,614
ASSETS WHOSE USE IS LIMITED (Notes D and F)		
Board designated funds	44,971,020	47,759,656
Trusteed bond funds	45,319,520	48,497,537
Workers' compensation funds	499,312	476,164
	90,789,852	96,733,357
PROPERTY AND EQUIPMENT, AT COST (Note E)	140,441,742	137,784,133
OTHER ASSETS		
Deferred financing costs	1,120,749	1,184,365
Other	6,431,894	5,123,782
	7,552,643	6,308,147
	$ 307,906,886	$ 299,563,251

LIABILITIES AND NET ASSETS	2008	2007
CURRENT LIABILITIES		
Current maturities of long-term debt (Note F)	$ 1,661,669	$ 1,395,903
Accounts payable		
Construction	490,818	1,067,159
Trade	9,469,351	10,328,609
Third-party reimbursement programs (Note C)	607,834	1,134,046
Accrued liabilities		
Payroll and related expenses	8,432,403	7,276,073
Interest	493,844	494,620
Other	4,917,083	4,505,971
Current portion of accumulated post-retirement benefit obligation (Note J)	120,551	-
Total current liabilities	26,133,553	26,202,381
LONG TERM DEBT, less current maturities (Note F)	115,932,438	116,630,998
ACCUMULATED POSTRETIREMENT BENEFIT OBLIGATION (Note J)	3,302,642	2,967,897
COMMITMENTS AND CONTINGENT LIABILITIES (Notes E, G and K)		
UNRESTRICTED NET ASSETS	162,538,253	153,761,975
	$ 307,906,886	$ 299,563,251

The accompanying notes are an integral part of these statements.

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

STATEMENTS OF OPERATIONS

Year ended December 31

	2008	2007
Net patient service revenue (Note C)	$ 277,400,497	$ 246,504,944
Other operating revenue	8,100,882	6,738,431
Total revenue	285,501,379	253,243,375
Expenses		
Salaries	86,794,067	79,702,470
Employee benefits	28,493,689	26,181,438
Specialists' fees	2,503,940	1,754,622
Food	1,790,754	1,676,486
Utilities	2,595,326	2,430,829
Repairs and maintenance	6,639,860	5,369,320
Drugs and pharmaceuticals	13,007,443	10,230,000
Other supplies and expenses	79,685,540	71,137,327
Interest (Note F)	4,104,338	4,057,154
Depreciation	13,491,248	12,526,396
Provision for bad debts	28,009,007	23,375,788
Total expenses	267,115,212	238,441,830
Income from operations	18,386,167	14,801,545
Nonoperating gains (losses)		
Interest income	1,719,490	2,004,030
Gain (Loss) on sale of investments	(2,073,240)	1,179,685
Gain (Loss) on disposition of equipment	(828,366)	(21,674)
Rental income, net	546,751	529,439
Total nonoperating gains(losses)	(635,365)	3,691,480
EXCESS OF REVENUE AND GAINS OVER EXPENSES AND LOSSES	17,750,802	18,493,025
Change in net unrealized gains and (losses) on other than trading securities	(9,401,185)	(156,547)
Contribution of property and equipment	426,661	96,638
Increase in unrestricted net assets, before change in accounting and extraordinary item	8,776,278	18,433,116
Change in accounting - adoption of SFAS 158 other postretirement plans (Note P)	-	(1,092,944)
Extraordinary item (Note Q) loss on early extinguishment of debt	-	(2,578,596)
INCREASE IN UNRESTRICTED NET ASSETS	$ 8,776,278	$ 14,761,576

The accompanying notes are an integral part of these statements.

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

STATEMENTS OF CHANGES IN NET ASSETS

Year ended December 31

	2008	2007
EXCESS OF REVENUE AND GAINS OVER EXPENSES AND LOSSES	$ 17,750,802	$ 18,493,025
Net unrealized gains and (losses) on investments, other than trading securities	(9,401,185)	(156,547)
Contribution of property and equipment	426,661	96,638
Increase in unrestricted net assets, before change in accounting and extraordinary item	8,776,278	18,433,116
Change in accounting – adoption of SFAS 158 other postretirement plans	-	(1,092,944)
Extraordinary Item: Loss on early extinguishment of debt	-	(2,578,596)
INCREASE IN UNRESTRICTED NET ASSETS	8,776,278	14,761,576
Unrestricted net assets, beginning of year	153,761,975	139,000,399
Unrestricted net assets, end of year	$ 162,538,253	$ 153,761,975

The accompanying notes are an integral part of these statements.

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

STATEMENTS OF CASH FLOWS

Year ended December 31

	2008	2007
Cash flows from operating activities:		
Change in net assets	$ 8,776,278	$ 14,761,576
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	13,491,248	12,526,396
Net unrealized gains and (losses) on other than trading securities	9,401,185	156,547
Amortization	19,390	423,842
Provision for bad debts	28,009,087	23,375,788
(Gain) Loss on disposition of equipment	(828,366)	21,674
Extraordinary item	-	2,578,596
Changes in:		
Accounts receivable	(36,142,093)	(27,125,314)
Third-party reimbursement programs	(526,212)	1,686,866
Supplies	(1,571,623)	(1,621,314)
Other current assets	(111,864)	(429,166)
Other assets	(1,350,777)	(1,175,267)
Accounts payable	(919,258)	1,022,464
Other liabilities	990,325	(841,743)
Accumulated postretirement benefit obligation	455,296	1,427,946
NET CASH AND CASH EQUIVALENTS PROVIDED BY OPERATING ACTIVITIES BEFORE EXTRAORDINARY ITEM	19,692,534	26,790,871
Extraordinary item:		
Loss on early extinguishment of debt	-	(2,175,218)
NET CASH AND CASH EQUIVALENTS PROVIDED BY OPERATING ACTIVITIES AND EXTRAORDINARY ITEM	19,692,534	24,615,653
Cash flows from investing activities:		
Cash (invested in) withdrawn from assets whose use is limited - net		
Board designated funds	(6,621,091)	(7,579,652)
Trusteed bond funds	3,156,038	(44,635,465)
Workers' compensation funds	(14,606)	2,627
Purchases of property and equipment	(15,412,904)	(19,872,580)
Proceeds from disposition of equipment	92,413	30,810
NET CASH AND CASH EQUIVALENTS USED IN INVESTING ACTIVITIES	(18,800,170)	(72,054,260)
Cash flows from financing activities:		
Net borrowing (payments) on note payable, bank	1,050,000	(7,725,666)
Principal payments on long-term debt	(1,395,909)	(9,337,599)
Refunding of series 1993 bonds	-	(2,215,000)
Refunding of series 2002 bonds	-	(34,290,000)
Series 2007 bond issue costs	-	(1,008,045)
Proceeds from issuance of Series 2007 bonds	-	101,802,089
NET CASH AND CASH EQUIVALENTS PROVIDED BY (USED IN) FINANCING ACTIVITIES	(345,909)	47,225,779
Increase (Decrease) in cash and cash equivalents	546,461	(212,828)
Cash and cash equivalents, beginning of year	727,187	940,015
Cash and cash equivalents, end of year	$ 1,273,648	$ 727,187

The accompanying notes are an integral part of these statements.

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

NOTES TO FINANCIAL STATEMENTS

December 31, 2008 and 2007

NOTE A - SUMMARY OF ACCOUNTING POLICIES

A summary of the Association's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Organization

Southeast Missouri Hospital Association (the "Association") is an acute care facility located in Cape Girardeau, Missouri. The Association is a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code and is licensed for 266 beds with 234 acute and 32 sub-acute beds currently in service.

2. Supplies

Inventories of supplies are stated at the lower-of-cost, determined generally on a first-in, first-out basis, or market.

3. Investments

Investments and assets whose use is limited consist mainly of U.S. Government securities and certain equity securities, and are measured at fair value in the balance sheet. Investment income or loss (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues over expenses unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are excluded from the excess of revenues over expenses unless the investments are trading securities. Trading securities are debt or equity securities that are bought and held principally for the purpose of selling them in the near future. The Association did not have any investments classified as trading securities at December 31, 2008 and 2007.

4. Assistance Program

The Association provides charity care to patients who are unable to pay for services. Because the Association does not pursue collections of amounts determined to qualify as charity care, they are not reported as revenue.

5. Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

6. Assets Whose Use is Limited

Assets whose use is limited include assets set aside by the Board of Trustees for future capital improvements, over which the Board retains control and may at its discretion subsequently use for other purposes, and assets held by trustees under bond indenture agreements and self-insurance fund arrangements.

NOTE A - SUMMARY OF ACCOUNTING POLICIES - CONTINUED

7. Property and Equipment and Related Depreciation

Depreciation of property and equipment is computed by the straight-line and accelerated methods over the estimated useful lives of the assets following guidelines of the American Hospital Association. Donated property and equipment are recorded at their fair market values.

8. Deferred Financing Costs

Deferred financing costs relating to the Series 1993, Series 2002, and Series 2007 Hospital Revenue Bonds are being amortized by the bonds outstanding method over the related term of the bonds.

9. Use of Estimates

The preparation of financial statements in conformity with U. S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

10. Excess of Revenue Over Expenses

The statement of operations includes excess of revenue over expenses. Changes in unrestricted net assets which are excluded from excess of revenues over expenses, consistent with industry practice, include the following transactions when applicable; unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

11. Reclassifications

Certain reclassifications have been made to the 2007 financial statements to conform to the 2008 presentation. The reclassifications had no effect on the changes in financial position.

NOTE B - COMMUNITY BENEFIT

Consistent with its mission, the Association provides medical care to all patients regardless of their ability to pay. In addition, the Association provides services intended to benefit the poor and underserved, including those persons who cannot afford health insurance because of inadequate resources and/or are uninsured or underinsured. The Association also provides services to enhance the health status of the communities in which it operates.

NOTE B – COMMUNITY BENEFIT – CONTINUED

The Association uses an overall hospital cost to charge ratio to calculate the unpaid cost of charity care. Prior years Medicare/Medicaid Cost Reports were used to determine the unpaid cost of the Medicare and Medicaid government programs. Prior years is the latest information available. The following amounts reflect the quantifiable costs of the Association's community benefit for the year ended December 31, 2008.

Benefits for the poor and the broader community		
Charity care at cost	$	2,625,346
Unpaid cost of Medicare		23,574,046
Unpaid cost of Medicaid		9,581,024
Community health improvement services		437,988
College and Health Sciences Subsidy		498,403
Cash contributions to community groups		30,150
Total community benefit	$	36,746,957

Benefits for the poor represent the cost of services provided to persons who cannot afford health care because of inadequate resources and who are uninsured or underinsured.

Benefits for the broader community represent the cost of services provided to other needy populations that may not qualify as poor, but that need special services and support. It also includes the cost of services for the general benefit of the communities in which the Association operates. Many programs are targeted toward populations that may be poor, but also include those areas that may need special health services and support. These programs are not financially self-supporting.

Charity care represents the cost (determined using a cost to charge ratio) of services provided to patients who cannot afford health care services due to inadequate resources. All or a portion of a patient's services may be considered charity care for which no payment is anticipated in accordance with the Hospital's established policies. Amounts classified as charity care are not reported as revenue in the statements of operations and changes in net assets.

Unpaid cost of Medicare represents the cost (determined using prior year cost report) of providing services to primarily elderly beneficiaries of the Medicare program, in excess of payments for those services.

Unpaid cost of Medicaid and other public programs represents the cost (determined using prior year cost report) of providing services to beneficiaries of public programs, including state Medicaid and indigent care programs, in excess of payments for those services.

NOTE B – COMMUNITY BENEFIT – CONTINUED

Community health services are activities and services for which no patient bill exists, although there may be nominal patient fees. These services are not expected to be financially self-supporting, although some may be partially supported by outside grants or funding.

College of Nursing and Health Sciences is an institution of higher learning that specializes in the preparation of individuals for health care careers. The primary mission of the college is to respond to the needs of the community and region through the development of programs designed to prepare qualified health care professionals in continuing in high demand fields.

The Association also provides a significant amount of uncompensated care for patients which is not included above, but is reported on the statement of operations as a provision for uncollectible accounts. Many of those patients are uninsured or underinsured, but did not apply for or qualify for charity care. During the year ended December 31, 2008, the Association reported bad debt expense; at cost, of $9,419,429.

NOTE C - NET PATIENT SERVICE REVENUE

The Association has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

- Medicare - Inpatient acute care services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. Inpatient nonacute services and outpatient services related to Medicare beneficiaries are also paid based on prospectively determined rates.

- Medicaid - Inpatient services rendered to Medicaid program beneficiaries are reimbursed based on a prospectively determined per diem rate. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under set rates.

The Association also has entered into payment agreements with certain commercial insurance carriers. The basis for payment to the Association under these agreements includes various prospectively determined discounts from established charges.

NOTE C - NET PATIENT SERVICE REVENUE - CONTINUED

The Association recorded the following contractual allowances during the years ended December 31:

	2008	2007
Gross patient service revenue	$ 736,365,157	$ 620,232,137
Contractual allowances	(458,964,660)	(373,727,193)
Net patient service revenue	$ 277,400,497	$ 246,504,944

NOTE D - ASSETS WHOSE USE IS LIMITED

Assets whose use is limited are stated at fair value and consist of the following:

	2008	2007
Board designated funds for expansion, replacement and major repairs of property and equipment:		
Cash	$ 16,385,136	$ 15,772,017
Equity securities	19,566,589	21,413,044
Government and state agencies bonds	9,019,295	10,574,595
	$ 44,971,020	$ 47,759,656
Trusteed bond funds:		
Cash	$ 46,555,273	$ 49,711,291
Workers' compensation funds:		
Cash	$ 415	$ 190
U.S. Government securities	498,897	475,974
	$ 499,312	$ 476,164

NOTE D - ASSETS WHOSE USE IS LIMITED - CONTINUED

The detail of trusteed bond funds at December 31, 2008 and 2007 is as follows:

	2008	2007
2007 Cost of Issuance Fund	$ -	$ 26,335
2007 Debt Service Fund	837,639	385,816
2007 Debt Service Reserve Fund	7,755,325	7,774,177
2007 Project Fund	29,894,161	31,140,488
2007 Capitalized Interest Fund	3,087,510	5,218,334
2002 Debt Service Fund	3,581,051	3,764,687
2002 Debt Service Reserve Fund	1,362,704	1,363,117
1993 Bond Principal Payment Fund	680	670
1993 Bond Interest Payment Fund	36,203	37,667
	46,555,273	49,711,291
Less current portion of assets whose use is limited required for current liabilities	(1,235,753)	(1,213,754)
	$ 45,319,520	$ 48,497,537

The financial industry has experienced a significant amount of negative events including consolidation, bankruptcy and government intervention to prevent failures. The Association invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will continue to occur in the near term and such changes could materially affect the amounts reported in the balance sheet.

For the two months ended February 28, 2009, the Association has incurred approximately $900,000 in realized losses and approximately $2,200,000 in unrealized losses on other than trading securities.

NOTE E - PROPERTY AND EQUIPMENT

	2008	2007
Land improvements	$ 4,068,147	$ 3,472,917
Buildings and building equipment	144,388,663	142,502,187
Departmental equipment	77,524,775	83,819,649
Parking garage	6,784,140	6,667,103
	232,765,725	236,461,856
Less accumulated depreciation	(115,383,725)	(118,291,504)
	117,382,000	118,170,352
Land	12,342,386	10,481,842
Construction in progress	10,717,356	9,131,939
	$ 140,441,742	$ 137,784,133

The Association is committed to the following projects included in construction in progress at December 31, 2008:

Project	Estimated Cost to Complete	Estimated Completion Date
Gastrointestinal Lab Expansion	2,520,400	December 2009
Emergency Room Expansion	2,291,000	April 2009
West Campus Medical Office Building	6,500,000	September 2009
Regional Cancer Center	21,812,000	December 2010

The Gastrointestinal Lab Expansion consists of increasing the number of pre-op and recovery rooms from 5 to 12. The completed renovation will enlarge the 4 procedure rooms and allow the Association to use anesthesia during procedures.

The Emergency Room Expansion project consists of renovations to the existing emergency department and expansion into existing shell space that was previously constructed as a part of the surgery addition. The expansion will add 3,000 additional square feet and include four additional treatment rooms, two family consultation rooms, one additional triage room, and is expected to accommodate in excess of 40,000 emergency department patient visits per year.

The West Campus Medical Office Building project includes building a two story, 44,000 square foot building on approximately seven acres located between Mount Auburn Road and Interstate 55 in the western portion of the City of Cape Girardeau. The project includes the building shell, site development, parking and tenant improvements.

NOTE E - PROPERTY AND EQUIPMENT - CONTINUED

The Regional Cancer Center is a 49,200 square foot building that will be built on the Association's new West Campus. The new center will be connected to the new Medical Office Building by an interior pedestrian link.

The Association had commitments of approximately $1,400,000 for the purchase of various equipment items.

The above commitments are being funded from operations, trusteed project bond funds and outside financing.

NOTE F - NOTE PAYABLE, BANK AND LONG-TERM DEBT

Note Payable, Bank

Note payable, bank consists of a line of credit agreement totaling $10,000,000 from a local bank. The line of credit expires on October 14, 2009. There were no outstanding advances at December 31, 2008 and 2007.

Long-Term Debt

	2008	2007
Hospital revenue bonds, Series 1993:		
Term bonds, interest at 5.25%, maturing June 1, 2011 through 2016	$ 7,915,000	$ 7,915,000
Hospital revenue bonds, Series 2002:		
Serial bonds, interest at 3.375% to 5.625%, maturing June 1, 2006 through 2022	1,240,000	2,175,000
Term bonds, interest at 5.5% to 5.75%, maturing June 1, 2022 through 2032	5,705,000	5,705,000
Hospital revenue bonds, Series 2007:		
Serial bonds interest at 4.0% to 5.0%, maturing June 1, 2007 through 2020	21,010,000	21,330,000
Term bonds, interest at 5.0%, maturing June 1, 2027 through 2036	78,005,000	78,005,000
Land promissory note, interest at prime, payable in annual installments November 10, 2009 through 2013.	1,050,000	-
Promissory note, interest at 7.5%, payable in semiannual installments through October 15, 2012	679,815	820,718
	115,604,815	115,950,718
Add unamortized premium	2,122,938	2,225,356
Less unamortized discount	(133,646)	(149,173)
Less current portion	(1,661,669)	(1,395,903)
	$115,932,438	$116,630,998

NOTE F - NOTE PAYABLE, BANK AND LONG-TERM DEBT - CONTINUED

In 1993, the Industrial Development Authority of the County of Cape Girardeau, Missouri issued $18,550,000 of Health Facilities Refunding Revenue Bonds on behalf of the Association. The proceeds of the bond issue were loaned to the Association under a trust indenture for the purpose of advance refunding and defeasing $16,140,000 of outstanding Series 1991 bonds and paying related expenses incurred in connection with the issuance of the Series 1993 bonds.

In June of 2002, the Association defeased $7,100,000 of outstanding Series 1993 bonds. The necessary funds required for the defeasance were transferred to the Trustee from the Association's investments in Board Designated Funds.

In April of 2007, the Association defeased $2,215,000 of outstanding Series 1993 bonds. The necessary funds required for the defeasance were transferred to the Trustee from the Association's investments in Board Designated Funds.

In July of 2002, the Industrial Development Authority of the County of Cape Girardeau, Missouri issued $43,950,000 of Health Facilities Refunding Revenue Bonds Series 2002 on behalf of the Association. The proceeds of the bonds issue were loaned to the Association under a trust indenture, dated July 1, 2002, for the purpose of refunding $9,185,000 of outstanding Series 1991; paying or reimbursing the Association for the costs of acquiring, constructing, improving and extending certain health care facilities of the Association; paying interest coming due on a portion of the bonds prior to the completion of the project; funding a Debt Service Reserve Fund for the benefit of the bonds; and funding the cost of issuing the Series 2002 bonds. Bonds maturing on or after June 1, 2013 are subject to redemption at the option of the Association.

In April of 2007, the Association defeased $34,290,000 of outstanding Series 2002 bonds. The necessary funds required for the defeasance were transferred to the Trustee from the Association's investments in Board Designated Funds.

In April of 2007, the Industrial Development Authority of the County of Cape Girardeau, Missouri issued $99,500,000 of Health Facilities Refunding Revenue Bonds Series 2007 on behalf of the Association. The proceeds of the bond issue were loaned to the Association under a trust indenture for the purpose of refunding $2,215,000 of outstanding Series 1993; refunding $34,290,000 of outstanding Series 2002; paying or reimbursing the Association for the costs of acquiring, constructing, improving and extending the Project; refinance certain taxable indebtedness incurred to finance a portion of the cost of the Hospitals existing facilities; pay the interest accruing on certain portions of the Series 2007 Bonds through April 1, 2010; fund a debt service reserve fund for the benefit of the holders of the Series 2007 Bonds; and pay certain costs of issuance of the Series 2007 Bonds and of the refunding of the Series 1993 and the Series 2002 Bonds.

Terms of the indentures require that certain funds be established with the trustees for the Series 1993, Series 2002, and Series 2007 bonds. Accordingly, these funds are included in assets whose use is limited in the financial statements.

NOTE F - NOTE PAYABLE, BANK AND LONG-TERM DEBT - CONTINUED

Under a Master Indenture, the Unrestricted Revenues of the Association are pledged to the Master Trustee to secure the obligations of the Association under the Master Indenture, including its obligation to make payments on the Series 2007 note, the Series 2002 note, the Series 1993 note and any other notes hereafter issued under the Master Indenture. The facilities of the Association are not pledged or mortgaged to secure the Association's obligations under the Master Indenture or with respect to the Series 2007 bonds, Series 2002 bonds, or the Series 1993 bonds.

The defeased portion of the Series 1993 Bonds outstanding at December 31, 2008 was $9,025,000.

The defeased portion of the Series 2002 Bonds outstanding at December 31, 2008 was $34,290,000.

The following is a schedule of future maturities of long-term debt at December 31, 2008:

2009	$ 1,661,669
2010	$ 2,423,257
2011	$ 2,535,731
2012	$ 2,649,158
2013	$ 2,570,000
2014-2018	$ 13,760,000
2019-2023	$ 17,605,000
2024-2028	$ 22,530,000
2029-2033	$ 28,840,000
2034-2037	$ 21,030,000

The following is a schedule of interest cost and interest income on borrowed funds held by the Association during the years ended December 31, 2008 and 2007, follows:

	2008	2007
Interest cost:		
Capitalized	$ 1,786,677	$ 1,368,775
Charged to operations	4,104,338	4,057,154
	$ 5,891,015	$ 5,425,929
Interest income:		
Capitalized	$ 1,920,789	$ 1,556,567
Credited to other operating revenue	443,244	402,810
	$ 2,364,033	$ 1,959,377

NOTE G - OPERATING LEASES

Lease expense charged to operations amounted to $3,913,089 and $3,400,766 for the years ended December 31, 2008 and 2007, respectively.

The Association is committed to fixed minimum rental payments under operating lease agreements as follows:

2009	$ 4,062,520
2010	$ 3,166,656
2011	$ 2,697,358
2012	$ 3,293,639
2013	$ 1,278,836
2014	$ 1,169,280

The above annual lease commitment schedule carries out all lease agreements to their full terms. However, some of the lease agreements have early termination options and fees which are not reflected in the schedule.

At December 31, 2008 the Association has an operating lease line of credit with Commerce Bank. Approximately $12,800,000 has been drawn down on the lease agreement and is included in the above fixed minimum rental payments.

NOTE H - RELATED PARTY TRANSACTIONS

Certain members of the Association's Board of Trustees are also directors or officers of local banks with which the Association has outstanding loans and a portion of the Association's funds were on deposit as of December 31, 2008 and 2007.

Southeast Missouri Hospital Foundation, Inc. was formed to assist the Association and any other corporation or person with whom the Association may in the future be associated, in providing health care through its operations in Cape Girardeau, Missouri. The Foundation made contributions to the Association for the years ended December 31, 2008 and 2007 of $10,095 and $2,164, respectively.

NOTE I - PENSION PLAN

Effective January 1, 1979, the Association initiated a defined contribution pension plan covering substantially all employees with one or more years of service of 1,000 or more hours. The Association's contribution to the plan is 5% of covered employees' compensation which increases to 6% when the employee is fully vested. Contributions for past service are based upon 2% of employees' base compensation as of January 1, 1979, qualified past service, and the number of expected years of service to retirement. Pension expense charged to operations for the years ended December 31, 2008 and 2007 was $4,219,863 and $3,740,419, respectively.

NOTE J – OTHER POST-RETIREMENT BENEFIT PLAN

The Association has a post-retirement health benefit plan covering employees retiring after the age of 59½, with 25 years of continuous service, and 10 continuous years of participation in the Southeast Missouri Hospital Association Employee Health Care Plan. This plan provides medical benefits at fifty percent of the applicable COBRA rate for retirees, and/or family coverage. Employees with 30 years of continuous service receive benefits that are the same as active employee contribution rates. The coverage ends the first day of the month in which the participant becomes eligible for Medicare. Prior to 2007, the unrecognized prior service cost of approximately $650,000 was being amortized over 16 years. The plan is currently unfunded.

In 2007 the Association adopted SFAS 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans* which require employers to recognize as a liability the full "accumulated postretirement benefit obligations" (APBO) of a plan.

Under the prior standards employers were allowed to amortize certain costs of the plan and thereby not required to record the full APBD.

The following is additional information for the postretirement health benefit plan:

Change in Accumulated Postretirement Benefit Obligation	2008	2007
Accumulated Postretirement Benefit Obligation, January 1, Prior Year	$ 2,967,897	$ 2,613,776
Service Cost	148,713	130,340
Interest Cost	245,127	213,159
Plan Amendments	-	-
Actuarial (Gain)/Loss	129,611	90,811
Actual Claims Payments	(68,155)	(80,189)
Actual Retiree Contributions	-	-
Liability (Gain)/Loss due to Curtailment	-	-
Special Termination Benefits	-	-
Projected Benefit Obligation, December 31	$ 3,423,193	$ 2,967,897
Change in Plan Assets		
Fair Value of Plan Assets, January 1, Prior Year	$ -	$ -
Actual Return on Plan Assets	-	-
Actual Employer Contributions	68,155	80,189
Actual Claims Payments	(68,155)	(80,189)
Actual Retiree Contributions	-	-
Actual Plan Assets at Fair Value, March 31	$ -	$ -

NOTE J – OTHER POST-RETIREMENT BENEFIT PLAN – CONTINUED

	2008	2007
Funded Status of the Plan	$ (3,423,193)	$ (2,967,897)
Contribution Between Measurement Date and Fiscal Year-end	-	-
Net Asset/(Liability) at End of Year	$ (3,423,193)	$ (2,967,897)
Additional Amounts Recognized in Statement Of Financial Position		
Current Liabilities	$ (120,551)	$ -
Noncurrent Liabilities	(3,302,642)	(2,967,897)
Net Asset/(Liability) at End of Year	$ (3,423,193)	$ (2,967,897)
Weighted Average Assumptions for Balance Sheet Liability for Year Ended December 31		
Discount Rate	8.00%	8.00%
Expected Long-Term Rate of Return	-	-
Rate of Compensation Increase	-	-
Measurement Date	12/31/2008	12/31/2007
Assumed Health Care Cost Trend Rates (HCCTR) at December 31		
HCCTR Assumed for Next Year	8.5%	9.0%
Ultimate HCCTR	5.0%	5.0%
Year HCCTR Reaches Ultimate Rate	2015	2015

NOTE K - CONTINGENT LIABILITIES

1. Sale of Patient Accounts Receivable with Recourse

The Association was contingently liable as of December 31, 2008 and 2007 to repurchase approximately $69,000 and $86,000, respectively, of patient accounts receivable sold with recourse.

Patient accounts receivable sold with recourse during 2008 and 2007 was approximately $29,000 and $44,000, respectively.

NOTE K - CONTINGENT LIABILITIES - CONTINUED

2. Professional Liability Insurance

The Association is a defendant in various lawsuits which in the opinion of management and legal counsel are covered by insurance, except for certain existing and potential litigation for which an estimate of the potential liability, if any, cannot be determined at this time.

The Association purchases medical professional liability insurance under a claims-made policy. The Association must bear the first $25,000 of costs of settling any claim. Also, the Association bears risk for the portion of any individual claim exceeding $2,000,000 and $6,000,000 in the aggregate. The Association accrues the expense of its share of covered claims, if any, plus unasserted claims and unreported incidents occurring during the year by estimating the probable ultimate cost of any related claims. Such estimates are based on the Association's past claim experience.

The Association also purchases excess liability insurance for claims exceeding the underlying insurance coverages in the amount of $5,000,000 for each occurrence and in the aggregate.

In 2003, the Association was notified that the professional liability insurance carrier, that provided malpractice insurance coverage during the period January 1, 2001 through June 30, 2002, was insolvent and liquidation had begun. All insurance policies issued by the company were cancelled and payments on outstanding malpractice claims by the carrier have ceased.

Accordingly, the Association has accrued the expenses for any unsettled claim still outstanding from the carrier's coverage period by estimating the probable ultimate cost of each individual claim.

3. Workers' Compensation Fund

The Association maintains a partially self-funded workers' compensation fund for all full-time and part-time employees. Insurance coverage has been obtained for amounts in excess of $450,000 per accident to a maximum of $1,000,000. The Association is responsible for amounts not covered by the insurance policy and accrues the expense of its share of claims, if any, plus unasserted claims and unreported accidents occurring during the year by estimating the probable ultimate cost of any related claims. Such estimates are based on the Association's past claim experience.

NOTE K - CONTINGENT LIABILITIES – CONTINUED

4. Employee Group Health

The Association maintains a partially self-funded employee group health plan for all full-time and certain part-time and retired employees.

Insurance coverage has been obtained for amounts generally in excess of $250,000 per claim per year with a maximum benefit of $750,000 per claim per year. The Association is responsible for amounts not covered by the insurance policy and accrues the expense of its share of claims, plus unasserted claims and unreported incidents occurring during the year by estimating the probable ultimate cost of any related claims. Such estimates are based on the Association's past claim experience.

NOTE L - FAIR VALUES OF FINANCIAL INSTRUMENTS

The Association's financial instruments consist of cash, investments, accounts receivable and accounts payable. The Association also has assets whose use is limited and debt. The fair value of assets whose use is limited is based upon quoted market rates or if not available, estimated market rates. The fair value of debt is estimated using discounted cash flow analyses, based on the Association's current incremental borrowing rates for similar types of borrowing arrangements. It is estimated that the carrying value of financial instruments approximates fair market value.

NOTE M- CONCENTRATIONS OF CREDIT RISK

The Association grants credit without collateral to its patients, most of who are residents of the general service area and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at December 31, 2008 and 2007 was as follows:

	2008	2007
Medicare	9%	13%
Medicaid	5%	4%
Blue Cross	24%	16%
Other third-party payors	43%	42%
Patients	19%	25%
	100 %	100%

NOTE N - ADDITIONAL CASH FLOW INFORMATION

	2008	2007
Additional Cash Information		
Interest paid (net of amount capitalized)	$ 4,020,657	$4,159,301

NOTE O - FUNCTIONAL EXPENSES

The Association provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows:

	2008	2007
Direct health care services	$ 172,534,378	$ 151,832,137
General, administrative, and other overhead	92,447,820	84,639,344
College of Nursing and Health Services	2,133,014	1,970,349
	$ 267,115,212	$ 238,441,830

NOTE P – CHANGE IN ACCOUNTING

During 2007 the Association adopted the Financial Accounting Standards Board FAS 158. *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans.* This new statement required the recognition of the entire accumulated postretirement benefit obligation as a liability on the balance sheet.

NOTE Q – EXTRAORDINARY ITEM

In April 2007, the Association issued Series 2007 bonds which a portion of these funds were used to advance refund the Series 1993 and Series 2002 bonds. As a result of the defeasance of the Series 1993 and Series 2002 bonds, an extraordinary loss of $2,578,596 was recorded as early extinguishment of debt.

SUPPLEMENTARY INFORMATION

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

SERVICE STATISTICS
(Unaudited)

Year ended December 31

	2008	2007	Percentage of Occupancy 2008	2007
PATIENT DAYS				
Medical and surgical	32,414	30,466	64%	64%
Obstetrics	2,703	2,777	41%	42%
Pediatrics	654	831	17%	15%
Special care	5,559	5,318	58%	54%
Psychiatric	3,054	3,237	60%	63%
Rehabilitation	2,236	2,989	45%	48%
Neonate intermediate	427	347	23%	19%
Neonate intensive care unit	546	547	37%	37%
Total patient days	47,593	46,512		
MEDICARE PATIENT DAYS	27,302	27,965		
MEDICARE UTILIZATION	57%	60%		
ADMISSIONS	10,861	10,237		
DISCHARGES	10,912	10,315		
AVERAGE LENGTH OF STAY (days)	4.4	4.5		
NURSERY				
Patient days	2,263	2,319	28%	29%
Admissions	1,219	1,250		
Discharges	1,172	1,187		
Average length of stay (days)	1.9	2.0		
Average daily crib capacity	22	22		
OUTPATIENT REGISTRATIONS	99,460	97,867		

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

COLLEGE OF NURSING AND HEALTH SCIENCES

STATEMENTS OF OPERATIONS
(Unaudited)

Year ended December 31

	Radiology Technology	Surgical Technology	Nursing	Medical Technology	Kennett Nursing	2008 Total	2007 Total
Revenues:							
Tuition/fees	$ 176,954	$ 141,970	1,118,087	109,718	$ 145,746	$ 1,692,475	$ 1,472,229
Medicare reimbursement	-	-	741,900	-	-	741,900	366,000
Net revenue	176,954	141,970	1,859,987	109,718	145,746	2,434,375	1,838,229
Direct expenses							
Salaries RN	-	-	916,535	29,777	100,046	1,046,358	1,027,842
Salaries other	152,932	38,803	98,313	65,308	-	355,356	309,743
FICA taxes	11,450	2,848	77,133	7,044	7,570	106,045	97,411
Pension contribution	8,116	2,328	60,044	5,698	2,932	79,118	66,781
Supplies	8,740	4,698	27,315	8,416	852	50,021	40,286
Operating lease	-	-	36,280	-	-	36,280	-
Repairs	3,944	3,802	11,527	1,538	-	20,811	23,449
Purchased services	33,828	36,108	184,196	8,317	9,010	271,459	219,661
Membership fees	1,655	1,950	7,378	110	-	11,093	8,652
Subscriptions	67	-	260	-	-	327	242
Staff education	6,557	1,165	20,812	2,269	2,890	33,693	23,846
Utilities	-	560	-	-	-	560	10
Other professional fees	761	761	5,711	1,681	100	9,014	4,258
Maintenance contracts	504	504	3,776	245	-	5,029	6,368
Telephone	1,526	1,526	11,448	770	459	15,729	6,331
Other publications	-	-	-	669	-	669	8,800
Business travel	274	73	379	-	1,593	2,319	2,710
Recruitment and relocation	-	-	549	-	724	1,273	5,449
Advertising	5,231	882	6,617	364	438	13,532	8,051
Contra req food	385	196	4,368	-	-	4,949	4,664
Patient chargeable supplies	277	277	2,095	197	89	2,935	2,286
General nursing forms	868	734	5,241	366	-	7,209	81,775
Tuition forfeiture	-	-	-	-	-	-	-
Other expenses	17,093	16,969	15,106	9,307	760	59,235	21,734
Total direct expenses	254,208	114,184	1,495,083	142,076	127,463	2,133,014	1,970,349
Contribution margin	(77,254)	27,786	364,904	(32,358)	18,283	301,361	(132,120)

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

COLLEGE OF NURSING AND HEALTH SCIENCES

STATEMENTS OF OPERATIONS - CONTINUED
(Unaudited)

Year ended December 31

	Radiology Technology	Surgical Technology	Nursing	Medical Technology	Kennett Nursing	2008 Total	2007 Total
Indirect expense							
Employee health and welfare	31,195	10,398	197,567	20,797	20,796	280,753	253,052
Education services	2,714	905	17,186	1,809	1,809	24,423	13,145
Environmental services	666	-	37,118	-	-	37,784	25,813
Total indirect expenses	34,575	11,303	251,871	22,606	22,605	342,960	292,010
Excess of revenues over (under) expenses before hospital subsidy	(111,829)	16,483	113,033	(54,964)	(4,322)	(41,599)	(424,130)
Hospital subsidy	111,829	(16,483)	(113,033)	54,964	4,322	41,599	424,130
Excess of revenues over (under) expenses after hospital subsidy	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SINGLE AUDIT SECTION

KEB

Kerber, Eck & Braeckel LLP

CPAs and
Management Consultants

1115 W. Main Street
Carbondale, IL 62903-3417
ph 618.529.1040
fax 618.549.2311
www.kebcpa.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Trustees
Southeast Missouri Hospital Association
Cape Girardeau, Missouri

We have audited the financial statements of Southeast Missouri Hospital Association as of and for the year ended December 31, 2008 and have issued our report thereon dated March 20, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Southeast Missouri Hospital Association's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southeast Missouri Hospital Association's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination or control deficiencies, that adversely affects the Association's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles, such that there is more than a remote likelihood that a misstatement of the Association's financial statements that is more than inconsequential will not be prevented or detected by the Association's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Association's internal control.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southeast Missouri Hospital Associations' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to management of Southeast Missouri Hospital Association in a separate letter dated March 20, 2009.

This report is intended solely for the information and use of the Board of Trustees, management, and the U.S. Department of Education and is not intended to be and should not be used by anyone other than these specified parties.

Keber, Eck + Braeckel LLP

Carbondale, Illinois
March 20, 2009

KEB
Kerber, Eck & Braeckel LLP

CPAs and
Management Consultants
1116 W. Main Street
Carbondale, IL 62903-1417
ph 618.529.1040
fax 618.549.2311
www.kebcpa.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCLUAR A-133

Board of Trustees
Southeast Missouri Hospital Association
Cape Girardeau, Missouri

Compliance

We have audited the compliance of Southeast Missouri Hospital Association with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended December 31, 2008. Southeast Missouri Hospital Associations' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Southeast Missouri Hospital Associations' management. Our responsibility is to express an opinion on the Southeast Missouri Hospital Associations' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southeast Missouri Hospital Associations' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Southeast Missouri Hospital Associations' compliance with those requirements.

In our opinion, Southeast Missouri Hospital Association complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended December 31, 2008.

Internal Control Over Compliance

The management of Southeast Missouri Hospital Association is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the Southeast Missouri Hospital Associations' internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southeast Missouri Hospital Association's internal control over compliance.

A control deficiency in an Association's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Association's ability to administer a federal program such that there is more than remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the Association's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the Association's internal control.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be a material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Trustees, management, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Kerber, Eck & Braeckel LLP

Carbondale, Illinois
March 20, 2009

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended December 31, 2008

Program	CFDA Number	Grantor	Pass-through Grantor's Number	Pass-through Grantor	Expenditures
Federal Pell Grant Program	84.063	U.S. Dept. of Education	729	MO Department of Higher Education	$ 174,028
Academic Competitiveness Grant Program	84.376	U.S. Dept of Education	729	MO Department of Higher Education	$ 2,251
Federal Family Education Loan Program	84.032	U.S. Dept. of Education	729	MO Department of Higher Education	$ 845,477*
Public Health and Social Services Emergency Fund	93.003	U.S. Dept. of Health and Human Services	N/A	Missouri Hospital Association	$ 126,052
					$ 1,147,808

DUNS #07-696-9583

* denotes major program

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

NOTE TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED DECEMBER 31, 2008

Basis of Presentation

The accompanying schedule of expenditures of federal awards includes federal grant activity of Southeast Missouri Hospital Association and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2008

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: unqualified

Internal control over financial reporting:

- Material weakness(es) identified? ____yes ___X___no
- Significant deficiencies identified that are not considered to be material weakness? ____yes ___X___none reported

Noncompliance material to financial statements noted? ____yes ___X___no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? ____yes ___X___no
- Significant deficiencies identified that are not considered to be material weakness(es)? ____yes ___X___none reported

Type of auditor's report issued on compliance for major programs: unqualified

Any audit finding disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? ____yes ___X___no

Identification of major programs:

CFDA Number	*Name of Federal Program*
84.032	Federal Family Education Loan Program

Dollar threshold used to distinguish between type A and type B programs: $ 300,000

Auditee qualified as low-risk auditee? ___X___yes ____no

Section II Financial Statement Findings

No matters were reported.

Section III – Federal Award Findings and Questioned Costs

No matters were reported.

SOUTHEAST MISSOURI HOSPITAL ASSOCIATION

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED DECEMBER 31, 2008

There were no prior audit findings relative to federal award programs.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Historical Financial Data for Latest Three Years plus Projections Through Three Years Beyond Project Completion

(Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.)

	Year 2011	2012	2013
Amount of Utilization:*	6,817	7,500	8,250
Revenue:			
Average Charge**	$2,446	$2,505	$2,559
Gross Revenue	$16,673,700	$18,786,525	$21,114,308
Revenue Deductions	11,571,000	13,028,000	14,630,700
Operating Revenue	5,096,565	5,758,525	6,483,608
Other Revenue	1,400	1,400	1,400
TOTAL REVENUE	**$5,097,965**	**$5,759,925**	**$6,485,008**
Expenses:			
Direct Expense			
Salaries	1,040,400	1,101,200	1,163,500
Fees	0	0	0
Supplies	239,000	210,500	240,800
Other	102,800	424,700	430,800
TOTAL DIRECT	$1,382,200	$1,736,400	$1,835,100
Indirect Expense			
Depreciation	657,100	657,100	657,100
Interest***	0	0	0
Overhead****	2,020,800	2,101,600	2,185,700
TOTAL INDIRECT	$2,677,900	$2,758,700	$2,842,800
TOTAL EXPENSE	**$4,060,100**	**$4,495,100**	**$4,677,900**
NET INCOME (LOSS):	**$1,037,865**	**$1,264,825**	**$1,807,108**

* Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

** Indicate how the average charge/procedure was calculated.

*** Only on long term debt, not construction.

**** Indicate how overhead was calculated.

MO 580-1865 (05/08)

SERVICE-SPECIFIC REVENUES AND EXPENSES

Historical Financial Data for Latest Three Years plus Projections Through Three Years Beyond Project Completion

(Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.)

	Year 2011	Year 2012	Year 2013
Amount of Utilization:*	620	785	1,065
Revenue:			
Average Charge**	58,720	$8,894	$9,072
Gross Revenue	$5,406,400	$6,981,790	$9,661,680
Revenue Deductions	4,009,200	5,177,700	7,165,000
Operating Revenue	1,397,200	1,804,090	2,496,680
Other Revenue	0	0	0
TOTAL REVENUE	**$1,397,200**	**$1,804,090**	**$2,496,680**
Expenses:			
Direct Expense			
Salaries	37,700	38,800	40,000
Fees	0	0	0
Supplies	279,000	360,300	489,000
Other	0	250,000	250,000
TOTAL DIRECT	$316,700	$649,100	$779,000
Indirect Expense			
Depreciation	357,100	357,100	357,100
Interest***	0	0	0
Overhead****	385,800	498,200	689,400
TOTAL INDIRECT	$742,900	$855,300	$1,046,500
TOTAL EXPENSE	**$1,059,600**	**$1,504,400**	**$1,825,500**
NET INCOME (LOSS):	**$337,600**	**$299,690**	**$671,180**

* Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

** Indicate how the average charge/procedure was calculated.

*** Only on long term debt, not construction.

**** Indicate how overhead was calculated.

ASSISTANCE PROGRAM

The Assistance program is based on poverty guidelines. The patient is requested to apply for Medicaid, fill out an application and supply all the information that pertains to their situation.

The information below is required before the application can be reviewed.

1. Complete copies of your 2008 Federal income tax forms
2. Current payroll stubs for husband and wife showing YTD earnings
3. Last payroll stub if only worked part of this year
4. Unemployment benefits
5. Social Security benefits
6. Disability benefits
7. Child support
8. Amount of food stamps received
9. Copy from pharmacy of out of pocket pharmacy charges

When the application is returned it is reviewed on a case-by-case basis. Assistance can be denied or approved in 25% increments up to 100% assistance after the insurance has paid on the account.

Southeast MISSOURI Hospital

Commitment to Excellence. Trusted Care.

Dear Sir or Ms:

Enclosed is the application for the Assistance Program. Please completely fill out this form and return it in the enclosed envelope with the necessary documentation.

Please check the requested information below and enclose copies of items that apply to your situation. **This information is required before the application can be reviewed.**

1. Complete copies of 2008 Federal income tax forms including Schedule C if self-employed and 2008 W2 forms.
2. Current payroll stubs for both husband and wife and/or household showing current payroll and YTD earnings
3. Social Security Benefits
4. Disability Benefits
5. Unemployment Benefits
6. Medicaid rejection or acceptance letter and a copy of the card
7. Proof of any out of pocket prescription expense
8. Statement reflecting amount of food stamps received

Please return these forms within ten days. If you have any questions in completing this form, please do not hesitate to contact this office.

Sincerely,

Patient Accounts
Southeast Missouri Hospital
573-651-5511

ASSISTANCE PROGRAM
SOUTHEAST MISSOURI HOSPITAL

Section A - Information regarding Applicant — Guarantor

Full Name - (Last, First, Middle)_____

Present Street Address_____

City_____ State_____ Zip_____ Home Phone_____

Social Security No. ____/____/____ Birth Date_____

Present Employer_____ Position_____

Employer's Address_____

Telephone_____ Supervisor_____

Present Gross Income (Must include written verification)

Salary or Comm. $_____ per_____

Dependent's Name	Age	Relationship	Dependent's Name	Age	Relationship

Do you receive alimony, child support, or separate maintenance income?

_____ Yes _____ No If yes, amount $_____

Do you pay alimony, child support, or separate maintenance income?

_____ Yes _____ No If yes, amount $_____

****

Section B - Information regarding joint applicant, other party, or spouse

Full Name - (Last, First, Middle)_____ Birth Date_____

Social Security No. ____/____/____ Have you ever borrowed under another name? ☐ Yes ☐ No

If yes, the name_____

Present Employer_____ Position_____

Employer's Address_____

Telephone_____ Supervisor_____

Present Gross Income (Must include written verification)

Salary or Comm. $_____ per_____

Do you receive alimony, child support, or separate maintenance income?

_____ Yes _____ No If yes, amount $_____

Do you pay alimony, child support, or separate maintenance income?

_____ Yes _____ No If yes, amount $_____

****

Checking Account No._____ Bank_____

Savings Account No._____ Bank_____

Other Investments or other sources of savings

Account No.	Where	Amounts

Automobiles (make, model, year)

_____ _____ _____

_____ _____ _____

Please send copies of the following:_____ Income Tax Forms, Current Payroll stubs, Social Security Benefits, Disability Benefits, Unemployment benefits, Child Support (If applicable) Amount of food stamps received, Medicaid rejection or acceptance letter, copy of Medicaid card and Pharmacy copy showing co-pay.

BS-13
Cr. 7/06

Life Insurance-Issuer

Other

Real Estate - Locations are required

Name of nearest relative not living with you

Relationship Address

Please list the following Outstanding Debts including:
Mortgages, rent, utilities, charge accounts, installment contracts, credit cards, etc.

Creditor	Type of Debt /Account No.	Name in which Acct. carried	Original Debt	Present Balance	Monthly Payments	Past Due Yes/No
Landlord or Mortgage Holder	___ Rent Payment ___ Mortgage		$	$	$	
1.			$	$	$	
2.			$	$	$	
3.			$	$	$	
4.			$	$	$	
5.			$	$	$	
6.			$	$	$	
7.			$	$	$	

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me. This program will only cover hospital bills. It will not cover any outside Doctor services such as Cape Radiology, Pathology Associates, Anesthesia Associates or any other physician or independent contractors providing services at the Hospital. Those providers will bill their services separately.

Applicant's Signature _____ Date _____

Other Signature _____ If Applicable _____ Date

Collector Comments:

Family Size _____
Income _____

Hospital Use Only

Account #	Balance	Account #	Balance
	$		$
	$		$
	$		$
	$		$

Collector ID _____

SOUTHEAST MISSOURI HOSPITAL

2009 Assistance Guidelines

Family Size Unit	Full 100% Annual Income	75% 133%	50% 166%	25% 200%
One	$10,830	$14,404	17,978	$21,660
Two	$14,570	$19,378	24,186	$29,140
Three	$18,310	$24,352	30,395	$36,620
Four	$22,050	$29,327	36,603	$44,100
Five	$25,790	$34,301	42,811	$51,580
Six	$29,530	$39,275	49,020	$59,060
Seven	$33,270	$44,249	55,228	$66,540
Eight	$37,010	$49,223	61,437	$74,020

For family units with more than 8 persons, add $3,740 for each person.

Southeast Missouri Hospital

Commitment to Excellence. Trusted Care.

December 10, 2009

Mr. Thomas Piper
Director
Missouri Healthcare Facilities Review Committee
Missouri Certificate of Need Program
3418 Knipp Drive, Suite F
Jefferson City MO 65109

Re: Southeast Missouri Hospital
Project 4429 HS

Dear Mr. Piper:

Enclosed please find a check in the amount of $1,921.00 made payable to the Certificate of Need Program for the application fee to cover the increase in the cost of our Project **#4429 HS** for Southeast Missouri Hospital Regional Cancer Center.

The previous Application was submitted in the amount of $8,044,461.00. The amended application is submitted for an amount of $9,964,777.00. The difference of the increase is $1,920,316.00. One-tenth of one percent would be $1,921.00. Rounding the amount for the amendment application results in a check in the amount of $1,921.00.

Thank you for your time and attention to this matter. The continually evolving and increasing rate of obsolescence for technology, specifically radiation technology, has created the need to submit a revised plan for technology.

Please feel free to call at any time with any questions. Otherwise we look forward to the opportunity to present our amended application to the full Certificate of Need hearing on January 11, 2010.

Best wishes for the Christmas season.

Sincerely,

Patrick G. Bira
Vice President of Clinical Services

PGB:mdh

Enclosure

1701 Lacey Street Cape Girardeau, Missouri 63701 573-334-4822
www.southeastmissourihospital.com

VENDOR NAME 09899 CERTIFICATE OF NEED PROGRAM

CHECK DATE 12/10/09

CHECK NO 00330564

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET PAY
NEED 10266	12/10/09	APPLICATION	1921.00	0.00	1921.00
VENDOR NO.	PAGE OF PAGES	TOTALS	1921.00	0.00	1921.00

SOUTHEAST MISSOURI HOSPITAL
1701 LACEY STREET CAPE GIRARDEAU, MO 63701

REMITTANCE ADVICE

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BROWN ARE PRESENT.

SOUTHEAST MISSOURI HOSPITAL
1701 LACEY STREET
CAPE GIRARDEAU, MO 63701

CHECK DATE 12/10/09

CHECK NO 00330564
VENDOR NO 09899

CHECK AMOUNT
***$1,921.00

ACCOUNTS PAYABLE FUND

PAY ONE THOUSAND NINE HUNDRED TWENTY-ONE 00/100

Void After 90 Days

TO THE ORDER OF
CERTIFICATE OF NEED PROGRAM
3418 KNIPP DRIVE
SUITE F
JEFFERSON CITY, MO 65109

⑈00330564⑈ ⑆081517897⑆5801000620814⑈

December 10, 2009

Tom Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Subject: Southeast Missouri Hospital
#4429 HS

Dear Tom:

As we discussed, I am submitting this letter on behalf of Southeast Missouri Hospital to amend Certificate of Need application #4429 HS, Regional Cancer Center, to acquire two Varian linear accelerators in place of the two Elekta linear accelerators proposed in the application. The selection of the Varian units, one with SRS capability, will enable the hospital to dispose of its existing Novalis SRS linear accelerator rather than relocate it to the new Cancer Center. This means the Regional Cancer Center will now have two linear accelerators rather than the three specified in the application while still providing all of the capabilities described in the application. Furthermore this means that all of the equipment proposed in the application will replace existing equipment and there will be no net increase in linear accelerators in the service area as a result of this project.

Attached to this letter is a revised Proposed Project Budget form reflecting the change in total project cost, a bid quote for the Varian linear accelerators, and revisions to the application text where appropriate to reflect the proposed amendment. In addition a check in the amount of $1,921.00 for the application fee associated with the increased project cost is being forwarded by the hospital directly to your office.

Also attached are 32 letters of support for the project. These are all in addition to the ones that were included in the original application.

If you have any questions please let me know.

Sincerely,

Craig W. Elmore
President

JJEDCOE
SERVICES

December 10, 2009

Tom Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Subject: Southeast Missouri Hospital
#4429 HS

Dear Tom:

As we discussed, I am submitting this letter on behalf of Southeast Missouri Hospital to amend Certificate of Need application #4429 HS, Regional Cancer Center, to acquire two Varian linear accelerators in place of the two Elekta linear accelerators proposed in the application. The selection of the Varian units, one with SRS capability, will enable the hospital to dispose of its existing Novalis SRS linear accelerator rather than relocate it to the new Cancer Center. This means the Regional Cancer Center will now have two linear accelerators rather than the three specified in the application while still providing all of the capabilities described in the application. Furthermore this means that all of the equipment proposed in the application will replace existing equipment and there will be no net increase in linear accelerators in the service area as a result of this project.

Attached to this letter are revisions to the application text (changes in Divider II are only to items 1 and 6) to reflect the proposed amendment, a revised Proposed Project Budget form reflecting the change in total project cost and a bid quote for the Varian linear accelerators. In addition a check in the amount of $1,921.00 for the application fee associated with the increased project cost is being forwarded by the hospital directly to your office.

Also attached are 32 letters of support for the project. These are all in addition to the ones that were included in the original application.

If you have any questions please let me know.

Sincerely,

Craig W. Elmore
President

11901 Manor Road ☐ Leawood, Kansas 66209 ☐ (913) 345-0048 ☐ Fax (913) 317-8506

Planning & Development

DIVIDER I. APPLICATION SUMMARY:

1. **APPLICATION IDENTIFICATION AND CERTIFICATION FORM (FORM MO 580-1861)**

   See Attached Form.

2. **REPRESENTATIVE REGISTRATION (FORM MO 580-1869)**

   See Attached Forms.

3. **PROPOSED PROJECT BUDGET (FORM MO 580-1863) AND DETAIL SHEET**

   See Attached Form and equipment bid quotes.

   The following equipment and shielding is included in the total project budget amount of $9,964,777.

Linear Accelerators	
• Two Varian Linacs (one with SRS)	$6,717,941
• Shielding	750,000
PET/CT	
• Siemens Biograph mCT 40	2,406,836
• Shielding	90,000
TOTAL	$9,964,777

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	Dollars	
COSTS:*		
1. New Construction Costs **	0	
2. Renovation Costs ***	0	
3. **Subtotal Construction Costs** (#1 plus #2)	**0**	
4. Architectural/Engineering Fees	0	
5. Other Equipment (not in construction contract)	0	
6. Major Medical Equipment	$9,124,777	
7. Land Acquisition Costs ***	0	
8. Consultants' Fees/Legal Fees ***	0	
9. Interest During Construction (net of interest earned) ***	0	
10. Other Costs ****	840,000	
11. **Subtotal Non-Construction Costs** (sum of #4 through #10)	$9,964,777	
12. **Total Project Development Costs** (#3 plus #11)	**$9,964,777**	**
FINANCING:		
13. Unrestricted Funds	$9,964,777	
14. Bonds	0	
15. Loans	0	
16. Other Methods (specify)	0	
17. **Total Project Financing** (sum of #13 through #16)	**$9,964,777**	**
18. New Construction Total Square Footage	0	
19. New Construction Costs Per Square Foot *****	0	
20. Renovated Space Total Square Footage	0	
21. Renovated Space Costs Per Square Foot ******	0	

* *Attach additional page(s) to provide details of how each line item was determined, including all methods and assumptions used.*

** *These amounts should be the same.*

*** *Capitalizable items to be recognized as capital expenditures after project completion.*

**** *Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.*

***** *Divide new construction costs by total new construction square footage.*

****** *Divide renovation costs by total renovation square footage.*

MO 580-1863 (01-92)

DIVIDER II. PROPOSAL DESCRIPTION

1. PROVIDE A COMPLETE DETAILED PROJECT DESCRIPTION.

Southeast Missouri hospital proposes to: replace its Varian 2100 EX and Novalis Shaped Beam linear accelerators with Varian iX HDMLC linear accelerator and Novalis Tx linear accelerators respectively, and, replace its mobile PET/CT service with a Siemens Biograph mCT 40 PET/CT. The existing equipment is located on the hospital's main campus at 1701 Lacey Street. The proposed equipment will be located in the under construction Southeast Missouri Hospital Regional Cancer Center on the hospital's West Campus at 789 South Mount Auburn Drive, which is approximately 2.5 miles away.

Note: This project exclusively involves the replacement of existing equipment. However, since it will be located off the main campus the application cannot be submitted in the "expedited equipment replacement" format and therefore must be prepared as if it were a "new" service. Therefore the application will be presented using the new service criteria but additional information describing the existing service will be included.

At the present time Southeast Missouri Hospital provides a full range of cancer care services. The hospital has been the leader in cancer care in southeast Missouri since 1967. The quality and scope of the cancer services provided at Southeast Missouri Hospital are primarily reflected by the outcomes the hospital's patients experience but also by the numerous accreditations the hospital has received that are directly related to cancer care.

- Magnet Accreditation to nursing services by American Nurses Credentialing Center
- Accreditation of Radiation Therapy by the American College of Radiology (only 4 in the state of Missouri, no)
- Accreditation with Commendation of Cancer Center by the American College of Surgeons Commission on Cancer
- Accreditation of Hospice and Home Health by The Joint Commission
- Accreditation of Hospital by The Joint Commission
- Accreditation of the laboratory by the Commission of Laboratory Accreditation of The College of American Pathologists

In order to maintain the quality of care that the hospital is known to provide and continue to meet the needs of the residents of the twenty-one Missouri and Illinois service area, Southeast Missouri Hospital has developed a plan to restructure and focus all cancer care services. This plan will address several pressing problems and needs. These include fragmentation of existing

programs, significant additional space needs and a need to upgrade equipment technology and capacity.

Currently all cancer services are located at the Southeast Missouri Hospitals main campus but in three different areas. These services include radiation therapy, infusion services and the medical oncology clinic. At the present location, radiation therapy and infusion services are located in the oncology services building, adjacent to the main hospital. In addition, the medical oncology physician offices are located on the third floor of the Medical Office Building at the main hospital. There are a variety of functional and operational difficulties that exist due to logistical issues related to the design in which current oncology services are arranged and their perspective relative location. The primary problems associated with these design inefficiencies impact the cancer center patients with issues related to ambulation between various oncology services, process redundancies and unnecessary wait times. These issues exist due to the fact that a comprehensive approach to oncology services was not the primary focus of the building when it was originally designed.

Unfortunately the main hospital is landlocked with no suitable space to correct current problems or meet future needs. Therefore Southeast Missouri Hospital has undertaken the development of services, including the Regional Cancer Center at its West Campus. This center will bring together all of the elements of the existing cancer programs into a single easily accessible facility that has been designed specifically for this purpose.

The design structure of the new west campus Regional Cancer Center will accommodate the following technology and services, allowing for a much more patient centered focus to the provision of cancer care:

- Two New Linear Accelerators: Two Varian linear accelerators to replace the existing Varian and Novalis linear accelerators. The acquisition of the Varian iX HDMLC and Novalis Tx (also Varian) will enable the hospital to maintain and expand all of its existing capabilities without adding a third linear accelerator. The Varian iX HDMLC will replace the existing seven-year old Varian 2100 EX providing improved technological capabilities and improved patient outcomes. The Novalis Tx will replace the existing Novalis unit but will also have the ability to treat patients in need of traditional radiation therapy served by the Varian iX, therefore accommodating projected growth in utilization. The two accelerators will support each other, when equipment failure occurs. This will allow for a reduction or elimination of down time, as one unit will likely remain operational allowing for continued treatment of patients. The goal of this back-up mechanism is to improve patient care and clinical outcomes consistent will excellent customer service.

- Medical Oncology Infusion and Physician Offices: The Medical Oncology Clinic and Infusion services at the new Regional Cancer Center are expected to experience considerable growth based on the recent hiring of four, full-time and one part-time hospital employed medical oncologists. The total number of medical oncologists is also expected to increase to 5.5 FTE's by January 2011. Infusion services will be supported by 33 infusion chairs and two private rooms. Services that will be offered in addition to chemotherapy include biotherapy, IV therapy, blood transfusions, IV antibiotics and lab draws. In addition, hereditary cancer screening for breast, colon and melanoma will be provided at the Regional Cancer Center.

- Pharmacy: Infusion and Retail: The west campus Regional Cancer Center will have an infusion pharmacy centrally located on the second floor of the medical oncology center to support the needs of those patients receiving chemotherapy and other infusion therapies. This service will allow for better patient care through operational efficiencies related to location and improved safety related to the handling of hazardous pharmaceutical agents.

- Laboratory: A full service Laboratory, with blood products will be located on the first floor of the Regional Cancer Center. Due to the range of infusion services that will be offered at the west campus Regional Cancer Center a full service lab is needed. This service will be necessary to support oncology patients, diagnostic imaging services and other healthcare providers located in the attached Medical Office building.

- Support Services: Support services such as social services, chaplain services, nutritional counseling and patient navigator will be provided at the Regional Cancer Center to ensure that all aspects of the cancer patients needs are met. These services will be coordinated as part a team effort with offices and conference room located on the first floor of the facility.

- Community Programs: Community programs and support groups that will be offered at the Regional Cancer Center include Turning Point for breast cancer survivors; grief support groups to provide emotional support and education regarding loss and healing, "We Can" support group and an ostomy support group. Other community programs that are supported by SEMH and Regional Cancer Center staff include Relay for Life, We Can Weekend, the annual Cancer Symposium and American Cancer Society functions that are coordinated with SEMH.

- PET/CT, Diagnostic CT and Bariatric CT: The existing mobile PET/CT services on the main campus by Shared Medical Services will be replaced by a fixed Siemens Biograph mCT 40 – 40 slice Wide Bore PET/CT unit

in the Imaging Center in the Medical Office Building. Currently PET/CT exams are only provided two days a week for three or four hours each day. This process does not provide a timely system in diagnosing and caring for the cancer patient. A dedicated fixed based PET/CT system that is convenient and easily accessed is needed. The Siemens PET/CT system will provide diagnostic PET/CT exams for cancer diagnosis in a timely manner. Additionally, the table will be designed with the ability to accept a flat top that is attached to the table to allow for PET/CT treatment planning. Laser Light assembly is part of the system to allow for a more exact alignment during the treatment planning. The system is planned to have a big bore opening to allow for patient support devices that are used in the treatment planning procedure. The CT portion of the PET/CT will also be used for diagnostic CT exams for the cancer patients.

- MRI: Diagnostic and Treatment Planning: An MRI will also be housed in the Imaging Center. The MRI that is planned for the Imaging Center is a Siemens 1.5 T Essenza system. It will have the necessary software to provide a broad range of MRI exams. The MRI will provide convenient access for diagnostic MRI exams that the cancer patients will need. The MRI will also be used as a follow-up to patients who have had treatments. Additionally, the MRI is used in some cases for treatment planning purposes. It is estimated that 15% of the cancer patients will have MRI treatment planning procedures. The planned unit has a total cost of less than one million dollars.

- Imaging Services: In addition to the PET/CT and the MRI the comprehensive Imaging Center will also include a Nuclear Medicine Gamma camera, Digital Radiographic system and an Ultrasound system.

- Regional Medical Complex: The 54,239 square foot Regional Cancer Center is designed to be connected by an indoor concourse, or link, to a 44,000 square foot Regional Medical Complex on the same site. The Complex involves a comprehensive array of imaging services described above which are designed to serve primarily the patients and families of the Regional Cancer Center. In addition, the imaging services serve the patients of the physicians with offices in the Complex, which is capable of providing tenancy for up to approximately 20 providers. These offices are in addition to the offices availed for radiation oncologists and medical oncologists located in the Regional Cancer Center. The collection of the two buildings allows a comprehensive support for the many co-morbidities, symptoms and diagnostic needs of many primary care and specialty Physicians located in the buildings. The building already serves 3 physicians as of the date of this application and the capacity to locate other valued community medical services remains in unfinished shell space.

- Café: Also within the Regional Medical Complex is a 1,000 square foot area dedicated to the nutritional needs of patients and families visiting the two buildings. Hot and cold beverages, limited sandwich menus and nutritious snacks will be located in the building to assure dietary needs of all visitors to the building. Hydration and dietary supplement is a specific and critical need of patients receiving chemotherapy.

This application addresses the three components of the above-described program that are subject to Certificate of Need review. These are:

- A Varian iX HDMLC linear accelerator to replace the existing Varian 2100 EX linear accelerator that will be seven years old when radiation therapy services begin at the new Cancer Center. This unit also has increasing maintenance issues and is approaching end of life with regard to technology. While the 2100 EX linear accelerator is maintained in good working order it lacks technological capabilities such as Image Guided Radiation Therapy (IGRT) through Cone Beam CT imaging and Volumetric Intensity Modulated Arc Therapy (VMAT) capability that offer substantial benefit to cancer patients.

- A Novalis Tx linear accelerator is also being purposed to replace the existing Novalis Shaped Beam linear accelerator while it will also address increasing utilization and provide redundancy when the other unit requires maintenance or is otherwise unavailable.

  The two accelerators will support each other, when equipment failure occurs or in the event of scheduling issues. The goal of this back-up mechanism is to improve patient care and clinical outcomes and provide our patients with excellent customer service. This will allow for a reduction or elimination of down time as one unit will likely remain operational allowing for continued treatment of patients. The current Varian unit mentioned above is currently operating in excess of 50 hours per week when considering all of the processes such as patient treatment, block check simulations, portal imaging, IMRT QA, diode dosimetry and physics QA that are performed. Its current utilization is approaching 6,000 treatments and over 1,900 treatment related procedures annually. The Novalis Tx linear accelerator will meet the need associated with increasing utilization, allow for better scheduling options for cancer patients, provide improved efficiency with regard to managing an increasing work load and insure that at least one unit is available when operating problems occur or maintenance is needed on the other. The cost of this both linear accelerators including necessary shielding is $7,467,941.

- A Siemens Biograph mCT 40 PET/CT to replace the existing mobile service presently provided by Shared Medical Services. The existing service is only available six to eight hours per week but still has been

performing well in excess of 400 scans per year. Providing a fixed PET/CT will enable more timely scans for patients, improve scheduling and better support the overall mission of the Cancer Center.

The proposed Siemens Biograph mCT 40 PET/CT will be part of comprehensive imaging center at the West Campus site. This site will have the new Regional Cancer Center and the new Southeast Regional Medical Complex. The Siemens Biograph mCT 40 PET/CT will provide a service currently not available in the area, bariatric PET/CT. This scanner will accommodate patients who weigh up to 550 pounds and the gantry opening, or bore, will be one of the largest in the region at 78cm. Additionally, the CT portion of this system will provide a much needed diagnostic CT service to the bariatric patients of the service area. The cost of the Siemens Biograph mCT 40 including shielding is $2,496,836.

The three pieces of major medical equipment being proposed in this application, at a total cost of $9,964,777 are needed and essential to the mission and success of the Southeast Missouri Hospital Regional Cancer Center. Together with the wide range of complimentary technological and medical services and programs this equipment will enable the residents of southeast Missouri to continue to receive the highest quality cancer care available.

2. PROVIDE A LEGIBLE CITY OR COUNTY MAP SHOWING THE EXACT LOCATION OF THE PROPOSED FACILITY.

A map showing the locations of the proposed site at 789 South Mount Auburn Drive and the main hospital site at 1701 Lacey Street is included in this Divider.

3. DEFINE THE COMMUNITY TO BE SERVED.

The community to be served includes 14 counties that comprise the primary and secondary service areas of Southeast Missouri Hospital. The primary service area consists of seven counties while the secondary service area is comprised of an additional seven counties. In addition there are seven Illinois counties that are part of the service area. As has been the CNP's practice the Illinois counties are not included in any of the need calculations. A map illustrating the primary service area is included in this Divider.

4. PROVIDE 2010 POPULATION PROJECTIONS FOR THE PROPOSED GEOGRAPHIC SERVICE AREA.

Projected year 2015 population data for the service area as provided by DHSS is included in this Divider.

5. PROVIDE OTHER STATISTICS TO DOCUMENT THE SIZE AND VALIDITY OF ANY USER DEFINED SERVICE AREA.

Patient origin data for the service area is included in this Divider.

6. IDENTIFY SPECIFIC COMMUNITY PROBLEMS OR UNMET NEEDS THE PROPOSAL WOULD ADDRESS.

Linear Accelerators

Based on the projected growth due to physician referrals in the Cape Giradreau, MO region SEMH will exceed the maximum capacity of patients that can be treated on one linear accelerator. Much of this is due to the highly specialized nature of the Novalis with regard to field size constraints and low photon energy. As the patient need for non-SRS/SRT related treatment increases, we must have two linear accelerators to support our volumes. In addition, there have been advancements in radiation therapy technology that now allow for a more precise and accurate patient positioning. This translates into improved clinical outcomes, better quality care and improved patient satisfaction. A Varian iX HDMLC and a Novalis Tx are being proposed in this application to replace the existing units and add needed capacity. It is purposed that an Varian iX HDMLC replace the existing Varian 2100 EX linear accelerator that will be seven years old in 2010, has increasing maintenance issues and is approaching end of life with regard to technology. While the 2100 EX linear accelerator is maintained in good working order it lacks technological capabilities such as Image Guided Radiation Therapy (IGRT) through Cone Beam CT imaging and Volumetric Intensity Modulated Arc Therapy (VMAT) capability that offer substantial benefit to cancer patients.

The Novalis Tx will not only replace the existing Novalis Shaped Beam linear accelerator but is also being proposed because it will offer matching capabilities of the Varian iX regarding the treatment of patients needing traditional radiation therapy.

These two accelerators will support each other, when equipment failure occurs or in the event of scheduling issues. The goal of this back-up mechanism is to improve patient care and clinical outcomes and provide our patients with excellent customer service. This will allow for a reduction or elimination of down time as one unit will likely remain operational allowing for continued treatment of patients.

The current Varian unit mentioned above is currently operating in excess of 50 hours per week when considering all of the processes such as patient treatment, block check simulations, portal imaging, IMRT QA, diode dosimetry and physics QA that are performed. Its current utilization is

approaching 6,000 treatments and over 1,900 treatment related procedures annually. The second replacements linear accelerator will meet the needs of SRS patients while it will also address increasing utilization, allow for better scheduling options for cancer patients, provide improved efficiency with regard to managing an increasing work load and insure that at least one unit is available when operating problems occur or maintenance is needed on the other.

PET/CT

The existing PET service has been provided at Southeast Missouri Hospital by Shared Medical Services since 2003. It is projected to perform 466 procedures in 2009 even though it is only on site two days per week for a total of 3 to 4 hours each day.

The proposed Siemens Biograph mCT40 PET/CT will be part of a comprehensive Imaging Center at the new Regional Cancer Center. Increasing utilization, availability of the PET/CT services and location were all key factors the hospital considered in determining a fixed unit was needed. The proposed Siemens mCT 40 PET/CT unit will also provide a service currently not available in the service area, bariatric PET/CT. This equipment will be able to accommodate patients who weigh up to 550 pounds and the gantry opening, or bore, will be one of the largest in the region at 78 cm. This is an opportunity to improve services for the hospital's patients while also meeting a community need presently not being addressed. In addition, because the CT portion of this unit is designed to provide high quality diagnostic CT's, Southeast Missouri Hospital will also be providing a much needed diagnostic CT service to the bariatric patients of the service area. This is in addition to serving any patient who is being treated at the West Campus site.

As noted above, currently the hospital uses a mobile PET/CT service, which is available only 2 days a week for a few hours each day. To provide appropriate care for our oncology patients, a more inclusive service is considered necessary. PET/CT is needed for diagnostic purposes as well as treatment planning. To have this service available at any time would not only add convenience for the physicians and patients, but will also expedite the treatment of the patient's life threatening disease.

Location is also a key component to this project. The Cancer Center will house not only the Medical Oncologists, but also the Radiation Oncologists. Additionally, the MOB located at this same site will house 12 to 14 Internal Medicine and Family Practice type offices. To streamline the center and increase efficiencies, an onsite PET/CT and diagnostic CT is the best-case solution. Using one piece of equipment for MOB and Cancer Center patients is good stewardship of Southeast Missouri Hospital's resources.

7. **PROVIDE HISTORICAL UTILIZATION FOR EACH OF THE PAST THREE YEARS AND UTILIZATION PROJECTIONS THROUGH THE FIRST THREE YEARS OF OPERATION OF THE NEW SERVI.**

Projected utilization is as follows:

Year	PET/CT	LINAC* TRMTS	LINAC* PROCEDURES
2011	620	6,817	9,705
2012	785	7,500	10,490
2013	1,065	8,250	11,360

* For the proposed Varian iX HDMLC and Novalis Tx linear accelerators.

8. **PROVIDE THE METHODS AND ASSUMPTIONS USED TO PROJECT UTILIZATION.**

Utilization projections are based on past and current utilization. Both radiation therapy and PET/CT are well-established services at Southeast Missouri Hospital.

Beginning in 2008 there has been a substantial increase in referrals for radiation therapy that is due to the recent hiring of SEMH employed medical oncology physicians. Many of the patient referrals from medical oncology have resulted in the need for concurrent radiation therapy and the need for concurrent radiation and medical oncology services continues to grow. Other specialties that have added new physicians with privileges at SEMH are dermatology, neurosurgery and urology. Both Neurosurgery and Urology have historically provided a substantial amount of referrals for radiation therapy. Increased physician growth in these areas is consistent with an increased volume of radiation therapy referrals.

With regard to PET/CT, even though the existing mobile unit is only on site two days per week for three to four hours each of those days it is still performing in excess of 450 scans annually. A full time, fixed unit is expected to meet a currently underserved need.

9. **DOCUMENT THAT CONSUMER NEEDS AND PREFERENCES HAVE BEEN INCLUDED IN PLANNING THIS PROJECT AND DESCRIBE HOW CONSUMERS HAD AN OPPORTUNITY TO PROVIDE INPUT.**

A public notice regarding the project was published in the Southeast Missourian newspaper on October 23, 2009. A copy of the notice is included in this Divider.

10. PROVIDE COPIES OF ANY PETITITONS, LETTERS OF SUPPORT OR OPPOSITION RECEIVED.

Letters of support received to date are included in this Divider. Any additional letters will be forwarded to the CNP as they are received.

DIVIDER III. SERVICE SPECIFIC CRITERIA AND STANDARDS:

1. FOR NEW UNITS ADDRESS THE NEED FORMULA FOR THE PROPOSED GEOGRAPHIC SERVICE AREA.

PET/CT

There are presently the equivalent of .53 PET/CT units in the Missouri portion of the service area. Existing services and their full time equivalent availability are provided at the following sites:

- Southeast Missouri Hospital - .08
- St. Francis Hospital - .17
- Poplar Bluff Medical Partners, LLC - .08
- Poplar Bluff Reg. Med Ctr. - .04
- Perry County Memorial Hospital - .04
- Missouri Delta Medical Center - .04
- Mineral Area Regional Med Ctr. - .08

The projected 2015 population of the service area is 408,183. Utilizing the standard of one PET/CT per 500,000 population, and based on the availability of the equivalent of .53 full time PET/CT units, there is a need for an additional .29 PET/CT units in the service area.

It should be noted that the PET/CT proposed in this application is replacing an existing mobile service. If the proposed unit were located at the present site it would only be subject to an expedited Certificate of Need review.

Linear Accelerators

There are seven existing and approved linear accelerators in the service area at the following sites:

- Southeast Missouri Hospital – 2
- St. Francis Hospital – 1 + 1 approved
- Poplar Bluff Reg. Med. Ctr. – 1
- Bethesda Cancer Center - 1
- Farmington Reg. Rad. Therapy – 1

The projected 2015 population of the service area is 408,183. Utilizing the standard of one linear accelerator per 100,000 population there is a surplus of 2.92 units in the service area.

However, it should be noted that both of the proposed linear accelerators would be replacing existing units. Therefore there will be no increase in the number of linear accelerators in the service area as a result of this project.

2. **FOR NEW UNITS, ADDRESS THE MINIMUM ANNUAL UTILIZATION STANDARD FOR THE PROPOSED GEOGRAPHIC SERVICE AREA.**

PET/CT

As shown above there are the equivalent of .53 full-time PET/CTs currently available in the service area. According to the DHSS, for the most recent year, those units reporting utilization (.29 equivalent) performed 855 procedures, which is equivalent to a utilization rate of 2,948 procedures annually for a

fixed unit. This is well in excess of the standard of 1,000 procedures per unit annually.

Linear Accelerators

As shown above there are six existing and one approved linear accelerators currently available in the service area. According to the DHSS, for the most recent year data is available, four of those units reported utilization data. They are:

- Southeast Missouri Hospital – 2 units – 4,932 treatments
- St. Francis Medical Center – 1 unit – 5,597 treatments
- Poplar Bluff Reg. Med Ctr. – 1 unit – 4,288 treatments

The four units performed an average of 3,704 treatments per unit. Therefore the utilization of the existing units exceeds the CON standard of 3,500 treatments per linear accelerator.

It should be noted that both of the proposed linear accelerators are intended to replace existing linear accelerators at Southeast Missouri Hospital.

3. **FOR ANY NEW UNIT WHERE SPECIFIC NEED AND UTILIZATION STANDARDS ARE NOT LIITED PROVIDE THE METHODOLOGY FOR DETERMINING NEED.**

Not Applicable.

4. **FOR ADDITIONAL UNITS, DOCUMENT COMPLIANCE WITH THE OPTIMAL UTILIZATION STANDARD, AND IF NOT ACHIEVED, PROVIDE DOCUMENTATION TO JUSTIFY THE ADDITIONAL UNIT.**

Not Applicable

5. **FOR EVOLVING TECHNOLOGY ADDRESS THE FOLLOWING:**

- **MEDICAL EFFECTS AS DESCRIBED AND DOCUMENTED IN PUBLISHED SCIENTIFIC LITERATURE;**
- **THE DEGREE TO WHICH THE OBJECTIVES OF THE TECHNOLOGY HAVE BEEN MET IN PRACTICE;**
- **ANY SIDE EFFECTS, CONTRAINDICATIONS OR ENVIRONMENTAL EXPOSURES;**
- **THE RELATIONSHIPS, IF ANY, TO EXISTING PREVENTIVE, DIAGNOSTIC, THERAPEUTIC OR MANAGEMENT**

TECHNOLOGIES AND THE EFFECTS ON THE EXISTING TECHNOLOGIES;

- **FOOD AND DRUG ADMINISTRATION APPROVAL;**

- **THE NEED METHODOLOGY USED BY THIS PROPOSAL IN ORDER TO ASSESS EFFICACY AND COST IMPACT OF THE PROPOSAL; AND**

- **THE DEGREE OF PARTNERSHIP, IF ANY, WITH OTHER INSTITUTIONS FOR JOINT USE AND FINANCING.**

All of item 5 is not applicable.

VARIAN
medical systems

Quotation

KES20091208-001A

BrainLAB

Quotation For:

Trent Mullis
Southeast Missouri Hospital
Regional Cancer Center
Dept. of Radiation Therapy
1701 Lacey Street
Cape Girardeau, MO 63701
(573) 651 - 5544 FAX: (573) 651 - 5802

Please address inquiries and replies to:

Keith E. Stinson
Varian Medical Systems
200 East Howard Street
Suite 202
Des Plaines, IL 60018
(847) 321 - 6810 FAX: (847) 321 - 6811

Your Reference:	*Quotation Firm Until:* January 27, 2010
FOB Point: US1 FOB: Origin	*Shipping Allocation:* 180 DAYS ARO
Payment Terms: 30%/65%/5%	

Customer acknowledges that it is entering into two separate contracts for products purchased hereunder.
Varian Terms and Conditions of Sale attached apply for products manufactured by Varian.
BrainLAB Terms and Conditions of Sale attached apply for products manufactured by BrainLAB.

iX HDMLC Package
Upgrade iX to HDMLC
Novalis Tx
Novalis Compeletion Package
Vision RT for iX
Accessories for Section 1 - iX HDMLC Package
Optional Exac Trac for iX

Southeast Missouri Hospital

Quotation Total of: USD $5,998,853 **Accepted by:**

Signature: _____

Name: _____

Title: _____

Date: _____

For this purchase, we designate NOVATION as our Institution's Primary Group Purchasing Organization Affiliation. Any change will be Indicated below:

☐ AmeriNet ☐ Aptium ☐ BJC ☐ Broadlane
☐ CHW ☐ Consorta/HPG ☐ KP Select ☐ Magnet
☐ Matrix ☐ MedAssets ☐ Novation ☐ Premier
☐ ROI ☐ USO ☐ VA Gov ☐ None

Varian Medical Systems (for itself and on behalf of BrainLab)

Submitted by:

Signature: _____

Name: Keith E. Stinson

Title: District Sales Manager

Date: December 8, 2009

Item	Qty	Product Description	Standard Price	Offer Price
Section 1		**iX HDMLC Package**		
1.01	1	**iX Package**	4,307,980.00	1,981,671.00
1.02	1	**High Energy Clinac iX** High energy Clinac iX High performance foundation for image-guided radiotherapy. Standard features include: Fine beam performance per RAD 9510 Dual independent collimators Dynamic arc photon treatment Accessory System, including Accessory Mount Mechanical front pointer (holder and 4 rods) Electron beam shaping kit (per RAD 2045) Ergonomic command center Digital gantry display Port film graticule Standard spare parts Product manuals One (1) year full warranty Installation (Standard ground floor rigging is included with installation. Any required use of cranes, shoring of floors, removal of any wall sidoors, etc. that may be necessary for rigging the machine to its final location is the responsibility of the customer)		Included
1.03	1	**INCL ED: Clinac Ops** - Includes Tuition and Materials for ONE person. - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated. Training is non-refundable and non-transferable. - Offer is valid for 18 months after installation of product. EDUCATION: Clinac Operations: Clinac Operations is a course designed for those personnel responsible for the routine operation and/or supervision of the daily clinical use of the Clinac. It is directed primarily towards Radiation Therapists and Radiation Oncologists. It is recommended that students attend the Clinac Operations course shortly before clinical use and patient's treatments commence. Course provides a general overview of the machine concepts, familiarity with controls and features and an understanding of the interlock matrix. The emphasis throughout the course is to present the subject matter from a clinical use perspective, however the primary emphasis is not on the day-to-day console programming, but rather an overall understanding of the Clinac function and operation. Extensive hands-on laboratory exercises are included.		Included

Item	Qty	Product Description	Standard Price	Offer Price
		Prerequisites: None Length & Location: 4 days Varian Education Center, Las Vegas, NV For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/otrn/index.html.		
1.04	1	**STD TRNG: Clinac IX Ops** Training is included with the purchase of Varian accelerator. Training plan details will be provided by the training management team as part of your product implementation process.		Included
1.05	1	**INCL ED: Clinac Support** - Includes Tuition and Materials for ONE person. - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated. - Training is non-refundable and non-transferable. - Offer is valid for 13 months after installation of product. Clinac Support is a course designed for those personnel responsible for the equipment maintenance. It is directed primarily towards Physicists and Biomedical Engineers, however it may be appropriate for Dosimetrists and/or Radiation Therapists who have a background in electronics. Course acquaints and familiarizes the student with the general accelerator function, operation and routine support. Provides a basic understanding of the machine concepts and day-to-day maintenance while also providing a working vocabulary for communication with service personnel. Prerequisites: None Length & Location: 3 days Varian Education Center, Las Vegas, NV For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/otrn/index.html		Included
1.06	1	**Dual Photon Energy: 6/23 MV** Two Photon Energies as defined by BJR 17		Included
1.07	1	**Display of Photon Energy: BJR11** Photon energies are displayed as defined by BJR11. 6/16MV is displayed as 6/15MV. 6/23MV is displayed as 6/18MV. 6/25MV is displayed as 6/20MV.		Included

Item	Qty	Product Description	Standard Price	Offer Price
1.08	1	**Photon Dose Rate: 600 MU/Min** Photon dose rate (6-25MV): 100, 200, 300, 400, 500 and 600MU/min		Included
1.09	1	**5 Electrons; Grp 3: 6,9,12,16,20 MeV** 6, 9, 12, 16, 20 MeV		Included
1.10	1	**Electron Dose Rate: 1000 MU/Min Maximum** Electron Dose Rate (4-22MeV): 100, 200, 300, 400, 500, 600 and 1000MU/min		Included
1.11	1	**Size of Electron Applicators: 6cm x 6cm** Size of electron applicators (cm): 6x6, 10x10, 15x15, 20x20, 25x25		Included
1.12	1	**Upper Wedges: 30cm x 40cm** 15, and 30 degree wedges with a maximum field size of 30 cm x 40 cm, 45 degree wedge with a maximum field size of 20 cm x 40 cm, 60 degree wedge with a maximum field size of 15 cm x 40 cm.		Included
1.13	1	**Energy of Spec Electron Procedures: 6MeV**		Included
1.14	1	**Scale Convention: IEC601** Scale convention per IEC Publication 601-2-1, 1981		Included
1.15	1	**Counterweight**		Included
1.16	1	**Three Piece Breakdown**		Included
1.17	1	**New Universal Baseframe 52" Fixed Floor**		Included
1.18	1	**Exact Couch with IGRT Couch Top** The Exact IGRT Couch Top is designed specifically to facilitate state-of-the-art image-guided radiation therapy (IGRT) treatments. The couch which replaces the standard Exact® couch top has been designed for ultra-precise imaging and patient positioning. Manufactured from robust carbon fiber, the Exact IGRT Couch top is free of metal or other obstructions that can obscure the imaging process, thereby reducing artifacts in advanced IGRT imaging techniques such as Cone-Beam CT. FEATURES - Robust. Advanced, carbon fiber composite construction optimized for IMRT & IGRT. - Clinically usable section of 120.0 cm, free of image artifact creating materials. - More rigid than IEC deflection standards supporting patients up to 500 lbs (227 kg). - Fully compatible with existing Indexed Immobilization® accessories for accurate patient positioning. - Head-end hook for attaching accessories such as SRS head frames. - Emergency off buttons on both sides of couch. - Grab handles for easy manual motion. NOTES - For use with all current Clinac, Trilogy, and Acuity systems.		Included

Item	Qty	Product Description	Standard Price	Offer Price
		- Identical couch for simulation and treatment aids in duplicating patient setup. - Available as an easy upgrade for the Exact couch (replace couch top only). - Automated repositioning without re-entering the vault. - Side panel controls to adjust all couch motions. - Switches for wall and back-pointer lasers, as well as room, field and range-finder lights.		
1.19	1	**10 Drilled Star Trays 0.635 cm** Drilled Star tray size for use in Accessory mount =0.635		Included
1.20	1	**20" LCD Monitor** 20" LCD Monitor		Included
1.21	1	**Millennium MLC, 120 Leaf** 120 Leaf Millennium Multileaf Collimator System includes: -Controller -Multileaf Collimator Accessory System (Provided in lieu of non-MLC Accessory System) including -Accessory Mount (85.4cm Source to Tray Distance Only) -Compensator Mount, ONE (1) Upper compensator tray -Mechanical front pointer (holder and 4 rods) -Electron applicators, one of each: 6x6 or 6x10, 10x10, 15x15, 20x20, 25x25 -Electron beam shaping kit (per RAD 2045) -TEN (10) Lower Compensator trays -Upper Bi-directional Wedge Sets (20 cm or 30cm) OTHER: MLC Standard Spare Parts Kit Product Manuals Installation ONE (1) year full warranty		Included
1.22	1	**Large Field IMRT** Large Field IMRT allows multiple-carriage-move fields to be easily delivered to the patient more efficiently, to reduce treatment times. LFIMRT delivers large IMRT fields, consisting of two to three total carriage moves, with a single press of the Beam On button on the Clinac control keyboard, at a single gantry angle. If the Clinac is equipped with a PortalVision MV Imager, whenever the radiation field fits entirely within the MV imaging panel, LFIMRT makes it possible to acquire an Open field image of the anatomic area surrounding the entire CIAO, subject to the limitations of the full area of the MV imager. Includes Maximum Programmable MU option, which increases the maximum number of MU which can be associated and delivered for a single Field (or subfield) of a non-RapidArc Plan, up to 1999 MU. Maximum Programmable MU for non-RapidArc plans increases the continuously deliverable beam doses for LRIMRT, IMRT, and FixedX fields. Prerequisites: - C-Series software release 7.9 (minimum) - HD-MLC or Millennium MLC (80 or 120 leaf) with: - Millennium MLC software release V7.1 for HD-MLC (minimum) OR Millennium MLC Software release V7.2 for Millennium MLC (Minimum) AND		Included

Item	Qty	Product Description	Standard Price	Offer Price
		Advanced Dynamic MLC (DMLC) option - Auto Field Sequencing (AFS) - 4DITC software release 8.1 (minimum) or 8.6 (minimum, if Advanced Imaging or RapidARC are present) - Information system software: -ARIA information system software release 8.1 (minimum) OR - Third-party patient information management system supporting Clinac Jaw & MLC Positions for each control point, when it manages the plan data and communicates with 3rd party Treatment Planning System and 4D Integrated Treatment Console via DICOM RT. - Treatment planning software: -Eclipse treatment planning software release 8.1 (minimum) OR - Third-party treatment planning system supporting Clinac Jaw & MLC Positions for each control point in IMRT planning and data transfer to the patient information management system.		
1.23	1	**20" LCD Monitor** 20" LCD Monitor		Included
1.24	1	**PortalVision: aS500 II** PortalVision aS500-II uses amorphous silicon imaging technology to offer high performance, high resolution, high contrast images with the MV treatment beam using less dose to the patient. This aids in immediate and confident setup verification for both simple and complex treatments including IMRT. High-resolution images allow the treatment field edges and included anatomy and surrogate targets to be more easily viewed. Systematic errors may be calculated and later eliminated or reduced, which in turn helps to speed the delivery and improve the accuracy of conformal and IMRT treatment delivery. PortalVision may also be used for pre-treatment QA of IMRT plans using optional software. The aS500-II imaging system, used for IMRT integrated imaging, can be used at higher dose rates with greater resistance to saturation than the aS500 imaging system. PortalVision aS500-II for 4D Integrated Treatment Console PortalVision with 4DITC v8.6 or later PortalVision ™ Advanced Imaging combines imaging systems with sophisticated software tools to enable patient repositioning using megavoltage (MV) images. PortalVision Advanced Imaging employs amorphous silicon imagers mounted on 3 axis control robotic arms, along with optional remote sim motions and the remote couch motions of Clinac® iX accelerators. PortalVision Advanced Imaging brings sophisticated IGRT capabilities to the MV imaging environment. PortalVision Advanced Imaging enables patient position verification before treatment delivery and verification of treatment field size and shape, via image registration and match verification software tools to acquire and quantitatively analyze MV images. A second monitor is added to the 4D Treatment Console - where MV images of patient anatomy are acquired and matched with their corresponding Digitally Reconstructed Radiographs DRRs to assess the accuracy of patient setup quantitatively. Auto match and manual match capabilities are available, as are match verification tools such as spyglass window, split window, and color blending. Corrections can be made to the patient position by going into the treatment room. After treatment, images are automatically saved for offline review by the physicians.		Included

Item	Qty	Product Description	Standard Price	Offer Price

Used with the optional MV Repositioning remote keyboard and software, couch corrections may be electronically transferred and shifted without entering the treatment room. The MV Repositioning option also adds 2D 3D Marker Match capabilities for target fiducial matching.

Description:
+ Image acquisition task includes: image acquisition before, during, or after treatment beam
+ Online and Offline Review software provides image enhancement and analysis tools for PortalVision images; automated matching tools for treatment setup verification; image approval; archive/restore and system administration capabilities
+ Compatible with Varian network and database

License:
+ PortalVision acquisition and review capability
+ ARIA Offline Review or Vision Image Manager license for ONE (1) concurrent user

Prerequisites:
- Trilogy Image-Guided accelerator or Clinac accelerator
- If networked in a Varian network, network must be ARIA or Vision version 6.5 or higher
- PortalVision aS500-II requires presence of MLC

Hardware:
+ IAS3 High performance Image Acquisition H/W
+ Image detector unit:
+ 512 x 384 Amorphous Silicon detector
+ 400 x 300 mm active imaging area
+ Amplifier, switching and console electronics
+ Retractable robotic arm with motorized vertical, longitudinal, and lateral movements to hold and position detector; IR hand pendant

1.25 1 **Portal Vision for 4DITC** **Included**
4DITC PortalVision for Varian networks

Description:
+ Image acquisition task includes: image acquisition before, during, or after treatment beam
+ Online and Offline Review software provides image enhancement and analysis tools for PortalVision images; automated matching tools for treatment setup verification; image approval; archive/restore and system administration capabilities
+ Compatible with Varian network and database

License:
+ PortalVision acquisition and review capability
+ ARIA Offline Review or Vision Image Manager license for ONE (1) concurrent user

Prerequisites:

Item	Qty	Product Description	Standard Price	Offer Price
		Trilogy Image-Guided accelerator or Clinac accelerator If networked in a Varian network, network must be ARIA or Vision version 6.5 or higher		
1.26	1	**On-Board Imager** On-Board Imager Provides high-quality kV images in the treatment room for target localization, patient positioning and motion management. The following image acquisition modes are included: 1. Radiographic 2D images 2. Fluoroscopic images 3. Gated radiographic images The following clinical software capabilities are included. 1. Online setup correction based on two kV radiographs, a kV and a MV radiograph or two gated kV radiographs 2. Automated and manual alignment of a pair of radiographs to their reference images 3. Online setup correction based on radio-opaque markers 4. Pre-treatment verification of gated treatment portals using kV fluoroscopy The following hardware is included: 1. Two motorized Exact robotic arms to hold and position the kV source and kV imager, controlled by infrared hand pendant 2. X-Ray source a 40-125 kVp; 2-250 ms @ 80 mA b Housing cooling 2000 W @ maximum dissipation; Anode cooling 2000 W @ 100% anode heat and 1000 W @ 80% anode heat c. ~20 Standard dose CBCT scans per hour; ~100 low dose CBCT scans per hour 3. Image Detector a. amorphous silicon device with 400 x 300mm active imaging area 4. On-Board Imager workstation and dedicated keyboard Prerequisites: A. PortalVision with Exact Arm B. Varian Information system or compatible 3rd-party Information System C. RPM Respiratory Gating System (for gated image applications) D. To enable MarkerMatch and CBCT functionality when using Varis Vision as the information system either... i. Eclipse Treatment Planning is required, or ii. DICOM Translator for Third Party TPS is required when the customer uses third party TPS. Eclipse Treatment Planning or DICOM Translator for Third Party TPS are NOT pre-requisites if the customer has ARIA or compatible 3rd party information system. E. Remote Couch Motion Optional image acquisition modes:		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
		1. Cone beam CT 3D images		
1.27	1	**INCL ED: OBI Physicist**		**Included**

- Includes Tuition and Materials for ONE person.
- Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.
- Training is non-refundable and non-transferable.
- Offer is valid for 18 months after installation of product.

The course provides the initial training for the individual responsible for the implementation and departmental training of the OBI system. Course provides an overview of OBI system Clinac communication and verification system and basic OBI maintenance procedures -- specifically designed for Physicists.

Course provides hands-on training on how to prepare for treatment utilizing the OBI system, acquisition of kV and mV images, performing marker match using Eclipse 3D image sets, and using the RPM system with OBI and CBCT.

Prerequisites:
- Experienced users of the Varian Clinac
- VARIS Vision, version 8.5+
- PortalVision
- RPM Respiratory Gating course - for RPM users
- Working knowledge of Eclipse for OBI Marker Match

Length & Location:
4.5 days
Varian Education Center, Las Vegas, NV

Course details and registration are available at http://www.varian.com/index.html.

1.28	1	**INCL ED: OBI RT**		Included

- Includes Tuition and Materials for ONE person.
- Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.
- Training is non-refundable and non-transferable.
- Offer is valid for 18 months after installation of product.

The course provides the initial training for the individual responsible for the implementation and departmental training of the OBI system. Course provides an overview of OBI system Clinac communication and verification system – specifically designed for Therapists

Course provides hands-on training on how to prepare for treatment utilizing the OBI system, acquisition of kV and mV images, performing marker match using Eclipse 3D image sets, and using the RPM system with OBI and CBCT.

Prerequisites:
- Experienced users of the Varian Clinac
- VARIS Vision, version 8.5+
- PortalVision

Item	Qty	Product Description	Standard Price	Offer Price
		- RPM Respiratory Gating course - for RPM users - Working knowledge of Eclipse for OBI Marker Match Length & Location: 3 days Varian Education Center, Las Vegas, NV Course details and registration are available at http://www.varian.com/index.html.		
1.29	1	**STD TRNG: OBI** Training is included with the purchase of On-Board Imager. Training plan details will be provided by the training management team as part of your product implementation process.		**Included**
1.30	1	**Cone Beam CT for On-Board Imager** FEATURES: Cone-beam CT acquires a volumetric CT dataset, while the patient is on the treatment couch, and allows the patient to be repositioned - by comparing the locations of soft-tissue and bony anatomy visible in the cone-beam CT images with the locations of the same anatomy in the planning (reference) CT images. INCLUDED: Hardware and software to acquire and reconstruct 3D volumetric datasets and match these with reference 3D CT images. PRE-REQUISITES: On-Board Imager hardware, with software version 1.0.15 or later.		**Included**
1.31	1	**Remote Couch Motion** Control of couch motion at the treatment console for: Corrective motions: small couch translations (in x,y,and z) and small rotations of the couch to fine tune patient set-up. Planned motions: large rotations of the couch to sequence between non-coplanar fields and arcs Prerequisites: Universal baseframe with a 52 inch turntable for full functionality Baseframe with a 36 inch turntable supported for translational motion ONLY.		**Included**
1.32	1	**Volumetric Mod Arc Therapy Delivery** Varian Volumetric Modulated Arc Therapy Delivery for a single linear accelerator provides the Varian accelerator with the capability to simultaneously modulate aperture shape, dose rate, and gantry speed continuously through 360 degrees of gantry rotation, during an arc beam delivery. To be used in conjunction with a Volumetric Modulated Arc Therapy Planning System and a compatible information system. FEATURES - Capable of simultaneous modulation of MLC aperture shape, beam dose rate, and gantry rotation speed during beam delivery PREREQUISITES: - On Board Imager kV Imaging System (OBI) with OBI Advanced Imaging Software		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
		- Millennium 120 MLC or High Definition MLC (HDMLC) with dynamic MLC option - ARIA Oncology Information System v8.5 or later, or Varian Volumetric Modulated Arc Therapy-compatible, 4DITC-compatible 3rd party information system TRAINING: - Clinical training on the operation of Varian Volumetric Modulated Arc Therapy Delivery on the linear accelerator will be provided via LiveMeeting. Upgrade to ARIA information systems is an integral part of the upgrade to support Varian Volumetric Modulated Arc Therapy. The pricing reflected in this Varian Volumetric Modulated Arc Therapy quotation is contingent upon these upgrades. If you currently have a Software Support Agreement, or other agreement with Varian that includes the upgrade as a benefit, this agreement must be currently valid at the time you place your Varian Volumetric Modulated Arc Therapy order. If you do not currently have such an agreement in place, you will need to purchase a Software Support Agreement, or otherwise purchase an upgrade to your software systems, as a prerequisite to the installation of Varian Volumetric Modulated Arc Therapy. ARO 150 days ARO		
1.33	1	**Enhanced Dynamic Wedge** Delivers wedged dose distributions by varying the independent collimators during the photon treatment. Seven wedge angles (10, 15, 20, 25, 30, 45, and 60 degrees), asymmetric field sizes, and up to 30 cm field width are provided.		**Included**
1.34	1	**Auto Field Sequencing** Automates set up of all mechanical axes and beam parameters for each treatment field when used with a compatible record-and-verify system, such as VARiS Varian. Requires Extended Clinac Interface (EXCI)		**Included**
1.35	1	**Advanced Dynamic MLC** Includes Arc Dynamic MLC, Dose Dynamic MLC per RAD 5610		**Included**
1.36	1	**EXCI Interface to R&V System**		**Included**
1.37	1	**4D Integrated Treatment Console gX** 4D Integrated Treatment Console gX DESCRIPTION: Varian's 4D Integrated Treatment Console gX provides a streamlined front end to the treatment delivery process. The 4D Console gX integrates the user controls of the linear accelerator, multi-leaf collimator (MLC), and electronic portal imager into one application on a single workstation and provides the imaging control to manage advanced treatment processes such as 3D CRT, IMRT, and Dynamic Targeting™ IGRT. The 4D Console gX is required for On Board Imaging. FEATURES: 1. Treatment delivery functionality including setup and record & verify 2. Treatment delivery, Multi-leaf Collimator (MLC) setup and portal image		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
		acquisition from single application 3. Supports auto field sequencing for uninterrupted treatment delivery 4. Provides support for IMRT treatment techniques including sliding window, step-and-shoot and dynamic arc 5. Supports 4-slot accessories for complex treatment techniques 6 Supports imaging of setup fields for pre-treatment plan verification 7. Supports image only sessions keeping treatment sessions in synch with fractionation pattern 8. Supports imaging of treated fields, before, during or after the treatment beam, for treatment verification needs 9. Photos, activity and patient note display on treatment queue 10. Interface hardware and software for C-Series Clinac (if not already installed). HARDWARE INCLUDED: 1. ONE (1) dedicated 4D Integrated Treatment Console gX workstation; 2. ONE (1) 20"LCD Monitor for Treatment workstation; and 3. ONE (1) Verification Interface computer and cables. LICENSE: 4D Integrated Treatment Console gX license for ONE (1) C-Series Clinac. PREREQUISITES: 1. Clinac C-Series Software version 6.x. or later; 2. Extended Clinac Interface (EXCI). 3. In-room monitor; 4. Millennium MLC 6.4 software, or later; 5. Mark Series MLC 5.0 software, or later; 6. Mark Series MLC Controller must be minimum Pentium architecture; 7. Computer replacement must be purchased through Varian Medical Systems. NOTE (S): 1. Includes First Year Software Support Agreement covering software and hardware purchased from Varian; 2. No third party software may be installed on the 4D Console gX by the user; 3. Anti-Virus software SHOULD NOT be installed on VI, AVI, or EVI computers; and 4. Anti-Virus software can be installed on the 4D Console gX but cannot be set to run in real-time mode.		
1.38	1	**4DITC gX for Varian Image Mgmt Network**		**Included**
1.39	1	**20" LCD Monitor** 20" LCD Monitor		**Included**
1.40	1	**Electron Arc Therapy: TBI, TBE and HDTSE** A portfolio of special treatment procedures, including Total Skin Electron Treatment, Total Body Electron Irradiation, Total Body Photon Irradiation, and Electron Arc Treatment. Electron beam for high dose total skin electron (HDTSE) mode and total body electron (TBE) mode as selected in Energy for Special Electron Procedures.		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
1.41	1	**Beam Isocenter Accuracy: Fine** Provides enhanced mechnical and radiation isocenter accuracy per RAD 9510 Requires universal baseframe with 52 inch turntable		Included
1.42	1	**Console Package Deluxe** Compact pre-packaging and cable management of Varian-provided workstations, control modules, and other ancillary devices for most rapid and easiest site preparation, and space management of console area. Prerequisites: Clinac must have MLC		Included
1.43	1	**Remote Access Smart Connect Ready**		Included
1.44	1	**Factory Data Set** Factory-provided representative physical wedge profiles, machine mechanical parameters, and representative beam scans from Clinac iX systems.		Included
1.45	2	**Fine Photon Match to IX/EX/TRI: Per Beam** Fine photon beam matching of new Clinac IX system to an existing Clinac IX, Trilogy, or EX system per RAD 9510 and 9515. Price is for factory setup and verification, field demonstration & acceptance of included feature.		Included
1.46	5	**Fine Elect Match to iX/EX/TRI: Per Beam** Fine electron beam matching of new C inac iX system to an existing Clinac iX Trilogy, or EX system per RAD 9510 and 9515. Price is for factory setup and verification, field demonstration & acceptance of includec feature.		Included
1.47	1	**Millennium Warranty** Three Year Warranty on Klystron, Electron Gun, Standing Wave Guide, Bend Magnet, and Solenoid Energy Switch, provided Varian is sole service provider.		Included
		Section Total $	**4,307,980.00**	**1,981,671.00**

Section 2 Upgrade iX to HDMLC

2.01	1	**Engineering Special**	**450,000.00**	Included
		Section Total $	**450,000.00**	**0.00**

Section 3 Novalis Tx

3.01	1	**Novalis Tx Package** FEATURES: The Novalis Tx™ radiosurgery package combines advanced imaging and treatment technologies for fast image-guided radiosurgery treatment delivery with	**5,490,191.00**	**2,514,507.00**

Item	Qty	Product Description	Standard Price	Offer Price
		unprecedented precision and efficiency		
		INCLUDED:		
		The Novalis Tx™ package is equipped with a highly-accurate radiation beam focal point and the highest dose rate available. Novalis Tx™ is also capable of Intensity Modulated Radiosurgery (IMRS). A multi-leaf collimator, which is used as both a beam-shaping and beam-modulating device, allows the user to sculpt the dose precisely to the target.		
		Novalis Tx™ includes a highly versatile digital imaging system, that offers 3D cone-beam CT, 2D radiographic, and fluoroscopic imaging for image-guided patient positioning and highly-accurate target localization.		
3.02	1	**Novalis Tx Accelerator** The Novalis Tx™ accelerator is a highly-accurate, high dose rate medical linear accelerator that includes 3 photon beams and 6 electron beams.		Included
		Novalis Tx™ accelerator highlights: Isocenter: -0.5mm radius for gantry and collimator axes -0.75mm radius for gantry, collimator and couch axes -One photon beam for Stereotactic Radiosurgery (SRS) and Stereotactic Body Radiotherapy (SBRT) -Energy 6MV -Dose rate 1000MU/min -Maximum field size 15cm x 15cm -Two photon beams for Intensity Modulated Radiotherapy (IMRT) and 3D Conformal Radiotherapy (3D-CRT) -Maximum dose rate 600MU/min -Maximum field size 40cm x 40cm -Six electron beams -Maximum dose rate 1000MU/min - EXACT Couch -Remote couch motion including translations in x, y and z, and rotation		
		Included with the Novalis Tx™ accelerator: -Command Console - Max Programmable MU -One (1) year full warranty - Installation		
		(Standard ground floor rigging is included with installation. Any required use of cranes, shoring of floors, removal of any walls/doors, etc that may be necessary for rigging the machine to its final location is the responsibility of the customer)		
		PRE-REQUISITES: * Aria v8.1 or a comparable third-party information system * 52" base frame is required to achieve the accelerator isocenter specification of 0.75mm radius for gantry, collimator and couch axes, and full functionality of		

Item	Qty	Product Description	Standard Price	Offer Price
		remote couch motion. • PortalVision is required for Fine Beam Isocenter.		
3.03	1	**INCL ED: Clinac Ops** - Includes Tuition and Materials for ONE person. - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated. - Training is non-refundable and non-transferable. - Offer is valid for 18 months after installation of product. EDUCATION: Clinac Operations: Clinac Operations is a course designed for those personnel responsible for the routine operation and/or supervision of the daily clinical use of the Clinac. It is directed primarily towards Radiation Therapists and Radiation Oncologists. It is recommended that students attend the Clinac Operations course shortly before clinical use and patient's treatments commence. Course provides a general overview of the machine concepts, familiarity with controls and features and an understanding of the interlock matrix. The emphasis throughout the course is to present the subject matter from a clinical use perspective, however the primary emphasis is not on the day-to-day console programming, but rather an overall understanding of the Clinac function and operation. Extensive hands-on laboratory exercises are included. Prerequisites: None Length & Location: 4 days Varian Education Center, Las Vegas, NV For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/olm/index.html.		**Included**
3.04	1	**STD TRNG: Clinac iX Ops** Training is included with the purchase of Varian accelerator. Training plan details will be provided by the training management team as part of your product implementation process.		**Included**
3.05	1	**INCL ED: Clinac Support** - Includes Tuition and Materials for ONE person. - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated. - Training is non-refundable and non-transferable. - Offer is valid for 18 months after installation of product. Clinac Support is a course designed for those personnel responsible for the equipment maintenance. It is directed primarily towards Physicists and Biomedical Engineers, however it may be appropriate for Dosimetrists and/or Radiation Therapists who have a background in electronics.		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
		Course acquaints and familiarizes the student with the general accelerator function, operation and routine support. Provides a basic understanding of the machine concepts and day-to-day maintenance while also providing a working vocabulary for communication with service personnel. Prerequisites: None Length & Location: 3 days Varian Education Center Las Vegas, NV For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/ot/n/index.html		
3.06	1	**Dual Photon Energy: 6/23 MV** Two Photon Energies as defined by BJR 17		Included
3.07	1	**Display of Photon Energy: BJR11** Photon energies are displayed as defined by BJR11. 6/16MV is displayed as 6/15MV. 6/23MV is displayed as 6/18MV. 6/25MV is displayed as 6/20MV.		Included
3.08	1	**Photon Dose Rate: 600 MU/Min** Photon dose rate (6-25MV): 100, 200, 300, 400, 500 and 600MU/min		Included
3.09	1	**6 Electrons; Grp 2: 6,9,12,15,18,22 MeV** 6, 9, 12, 15, 18 and 22 MeV		Included
3.10	1	**Electron Dose Rate: 1000 MU/Min Maximum** Electron Dose Rate (4-22MeV): 100, 200, 300, 400, 500, 600 and 1000MU/min		Included
3.11	1	**Size of Electron Applicators: 6cm x 6cm** Size of electron applicators (cm): 6x6, 10x10, 15x15, 20x20, 25x25		Included
3.12	1	**Energy of Spec Electron Procedures: 6MeV**		Included
3.13	1	**Scale Convention: IEC601** Scale convention per IEC Publication 601-2-1, 1981		Included
3.14	1	**Counterweight**		Included
3.15	1	**Three Piece Breakdown**		Included
3.16	1	**New Universal Baseframe 52" Fixed Floor**		Included

Item	Qty	Product Description	Standard Price	Offer Price
3.17	1	**Exact Couch with IGRT Couch Top** The Exact IGRT Couch Top is designed specifically to facilitate state-of-the-art image-guided radiation therapy (IGRT) treatments. The couch which replaces the standard Exact® couch top has been designed for ultra-precise imaging and patient positioning. Manufactured from robust carbon fiber, the Exact IGRT Couch top is free of metal or other obstructions that can obscure the imaging process, thereby reducing artifacts in advanced IGRT imaging techniques such as Cone-Beam CT. FEATURES - Robust, Advanced, carbon fiber composite construction optimized for IMRT & IGRT. - Clinically usable section of 120.0 cm, free of image artifact creating materials. - More rigid than IEC deflection standards supporting patients up to 500 lbs (227 kg) - Fully compatible with existing Indexed Immobilization® accessories for accurate patient positioning. - Head-end hook for attaching accessories such as SRS head frames. - Emergency off buttons on both sides of couch. - Grab handles for easy manual motion. NOTES - For use with all current Clinac, Trilogy, and Acuity systems. - Identical couch for simulation and treatment aids in duplicating patient setup. - Available as an easy upgrade for the Exact couch (replace couch top only). - Automated repositioning without re-entering the vault. - Side panel controls to adjust all couch motions. - Switches for wall and back-pointer lasers, as well as room, field and range-finder lights.		Included
3.18	1	**20" LCD Monitor** 20" LCD Monitor		Included
3.19	1	**High Definition Multi-Leaf Collimator** High Definition 120 Multileaf Collimator System includes: Controller MLC 3rd Party RV Interface (Note: The 3rd Party RV Vendor is responsible for the installation and configuration of the interface.) Multileaf Collimator Accessory System (Provided in lieu of non-MLC Accessory System) including Accessory Mount (65.4cm Source to Tray Distance Only) Compensator Mount, ONE (1) Upper compensator tray Mechanical front pointer (holder and 4 rods) Electron applicators, one of each: 6x6 or 6x10, 10x10, 15x15, 20x20, 25x25 Electron beam shaping kit (per RAD 2045) TEN (10) Lower Compensator trays Upper Bi-directional Wedge Sets (20 cm or 30cm) OTHER: MLC Standard Spare Parts Kit		Included

Item	Qty	Product Description	Standard Price	Offer Price
		Product Manuals Installation ONE (1) year full warranty Controller		
3.20	1	**20" LCD Monitor** 20" LCD Monitor		Included
3.21	1	**PortalVision: aS1000** PortalVision aS1000 uses state of the art amorphous silicon imaging technology to offer ultra performance, high resolution, high contrast images with the MV treatment beam using less dose to the patient. This aids in immediate and confident setup verification for both simple and complex treatments including IMRT. High-resolution images with better definition of small structures allow the treatment field edges and included anatomy and surrogate targets to be more easily viewed. Systematic errors may be calculated and later eliminated or reduced, which in turn helps to speed the delivery and improve the accuracy of conformal and IMRT treatment delivery. PortalVision may also be used for pre-treatment QA of IMRT plans using optional software. The aS1000 imaging system, when used for IMRT integrated imaging, can be used at higher dose rates with greater resistance to saturation than the aS500 imaging system. PortalVision with 4DITC v8.6 or later PortalVision™ Advanced Imaging combines imaging systems with sophisticated software tools to enable patient repositioning using megavoltage (MV) images. PortalVision Advanced Imaging employs amorphous silicon imagers mounted on 3 axis control robotic arms, along with optional remote arm motions and the remote couch motions of Clinac® X accelerators, PortalVision Advanced Imaging brings sophisticated IGRT capabilities to the MV imaging environment. PortalVision Advanced Imaging enables patient position verification before treatment delivery and verification of treatment field size and shape, via image registration and match verification software tools to acquire and quantitatively analyze MV images. A second monitor is added to the 4D Treatment Console - where MV images of patient anatomy are acquired and matched with their corresponding Digitally Reconstructed Radiographs DRRs to assess the accuracy of patient setup quantitatively. Auto match and manual match capabilities are available, as are match verification tools such as spyglass window, split window, and color blending. Corrections can be made to the patient position by going into the treatment room. After treatment, images are automatically saved for offline review by the physicians. Used with the optional MV Repositioning remote keyboard and software, couch corrections may be electronically transferred and shifted without entering the treatment room. The MV Repositioning option also adds 2D 3D Marker Match capabilities for target fiducial matching. Description: + Image acquisition task includes: image acquisition before, during, or after treatment beam + Online and Offline Review software provides image enhancement and analysis tools for PortalVision images; automated matching tools for treatment setup		Included

Item	Qty	Product Description	Standard Price	Offer Price
		verification; image approval; archive/restore and system administration capabilities + Compatible with Varian network and database License: + PortalVision acquisition and review capability + ARIA Offline Review or Vision Image Manager license for ONE (1) concurrent user Prerequisites: - Trilogy Image-Guided accelerator or Clinac accelerator - If networked in a Varian network, network must be ARIA or Vision version 6.5 or higher. - PortalVision aS1000 requires presence of MLC Hardware included: + IAS3 High performance Image Acquisition H/W + Image detector unit: + 1024 x 768 Amorphous Silicon detector + 400 x 300 mm active imaging area + Amplifier, switching and console electronics + Retractable robotic arm with motorized vertical, longitudinal, and lateral movements to hold and position detector; IR hand pendant		
3.22	1	**Portal Vision for 4DITC** 4DITC PortalVision for Varian networks Description: + Image acquisition task includes: image acquisition before, during, or after treatment beam + Online and Offline Review software provides image enhancement and analysis tools for PortalVision images; automated matching tools for treatment setup verification; image approval; archive/restore and system administration capabilities + Compatible with Varian network and database License: + PortalVision acquisition and review capability + ARIA Offline Review or Vision Image Manager license for ONE (1) concurrent user Prerequisites: Trilogy Image-Guided accelerator or Clinac accelerator If networked in a Varian network, network must be ARIA or Vision version 6.5 or higher		**Included**
3.23	1	**On-Board Imager** On-Board Imager Provides high-quality kV images in the treatment room for target localization, patient positioning and motion management. The following image acquisition modes are included: 1. Radiographic 2D Images 2. Fluoroscopic images		**Included**

Item	Qty	Product Description	Standard Price	Offer Price

3. Gated radiographic images

The following clinical software capabilities are included:
1. Online setup correction based on two kV radiographs, a kV and a MV radiograph or two gated kV radiographs
2. Automated and manual alignment of a pair of radiographs to their reference images
3. Online setup correction based on radio-opaque markers
4. Pre-treatment verification of gated treatment portals using kV fluoroscopy

The following hardware is included:
1 Two motorized Exact robotic arms to hold and position the kV source and kV imager, controlled by infrared hand pendant
2 X-Ray source
a. 40-125 kVp; 2-250 ms @ 80 mA
b. Housing cooling 2000 W @ maximum dissipation; Anode cooling 2000 W @ 100% anode heat and 1000 W @ 80% anode heat
c. ~20 Standard dose CBCT scans per hour; ~100 low dose CBCT scans per hour
3. Image Detector
a. amorphous silicon device with 400 x 300mm active imaging area
4. On-Board Imager workstation and dedicated keyboard

Prerequisites:
A. PortalVision with Exact Arm
B. Varian Information system or compatible 3rd-party Information System
C. RPM Respiratory Gating System (for gated image applications)
D. To enable MarkerMatch and CBCT functionality when using Varis Vision as the information system, either…
I. Eclipse Treatment Planning is required, or
II. DICOM Translator for Third Party TPS is required when the customer uses third party TPS.
Eclipse Treatment Planning or DICOM Translator for Third Party TPS are NOT pre-requisites if the customer has ARIA or compatible 3rd party information system.

E. Remote Couch Motion

Optional image acquisition modes:
1. Cone beam CT 3D images

3.24	1	**INCL ED: OBI Physicist**	**Included**

- Includes Tuition and Materials for ONE person.
- Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.
- Training is non-refundable and non-transferable.
- Offer is valid for 18 months after installation of product.

The course provides the initial training for the individual responsible for the implementation and departmental training of the OBI system. Course provides an

Item	Qty	Product Description	Standard Price	Offer Price
		overview of OBI system Clinac communication and verification system and basic OBI maintenance procedures – specifically designed for Physicists. Course provides hands-on training on how to prepare for treatment utilizing the OBI system, acquisition of kV and mV images, performing marker match using Eclipse 3D image sets, and using the RPM system with OBI and CBCT. Prerequisites: - Experienced users of the Varian Clinac - VARiS Vision, version 6.5+ - PortalVision - RPM Respiratory Gating course - for RPM users - Working knowledge of Eclipse for OBI Marker Match Length & Location: 4.5 days Varian Education Center, Las Vegas, NV Course details and registration are available at http://www.varian.com/index.html.		
3.25	1	**INCL ED: OBI RT** Includes Tuition and Materials for ONE person. - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated. - Training is non-refundable and non-transferable. - Offer is valid for 18 months after installation of product. The course provides the initial training for the individual responsible for the implementation and departmental training of the OBI system. Course provides an overview of OBI system Clinac communication and verification system – specifically designed for Therapists. Course provides hands-on training on how to prepare for treatment utilizing the OBI system, acquisition of kV and mV images, performing marker match using Eclipse 3D image sets, and using the RPM system with OBI and CBCT. Prerequisites: - Experienced users of the Varian Clinac - VARiS Vision, version 6.5+ - PortalVision - RPM Respiratory Gating course - for RPM users - Working knowledge of Eclipse for OBI Marker Match Length & Location: 3 days Varian Education Center, Las Vegas, NV Course details and registration are available at http://www.varian.com/index.html.		Included

Item	Qty	Product Description	Standard Price	Offer Price
3.26	1	**STD TRNG: OBI** Training is included with the purchase of On-Board Imager. Training plan details will be provided by the training management team as part of your product implementation process.		Included
3.27	1	**Cone Beam CT for On-Board Imager** FEATURES: Cone-beam CT acquires a volumetric CT dataset, while the patient is on the treatment couch, and allows the patient to be repositioned - by comparing the locations of soft-tissue and bony anatomy visible in the cone-beam CT images with the locations of the same anatomy in the planning (reference) CT images. INCLUDED: Hardware and software to acquire and reconstruct 3D volumetric datasets and match these with reference 3D CT images. PRE-REQUISITES: On-Board Imager hardware, with software version 1.0.15 or later.		**Included**
3.28	1	**Remote Couch Motion** Control of couch motion at the treatment console for: Corrective motions: small couch translations (in x,y,and z) and small rotations of the couch to fine tune patient set-up. Planned motions: large rotations of the couch to sequence between non-coplanar fields and arcs Prerequisites: Universal baseframe with a 52 inch turntable for full functional ty Baseframe with a 36 inch turntable supported for translational motion ONLY.		**Included**
3.29	1	**Volumetric Mod Arc Therapy Delivery** Varian Volumetric Modulated Arc Therapy Delivery for a single linear accelerator provides the Varian accelerator with the capability to simultaneously modulate aperture shape, dose rate, and gantry speed continuously through 360 degrees of gantry rotation, during an arc beam delivery. To be used in conjunction with a Volumetric Modulated Arc Therapy Planning System and a compatible information system. FEATURES: - Capable of simultaneous modulation of MLC aperture shape, beam dose rate, and gantry rotation speed during beam delivery PREREQUISITES: - On-Board Imager kV Imaging System (OBI) with OBI Advanced Imaging Software - Millennium 120 MLC or High Definition MLC (HDMLC) with dynamic MLC option - ARIA Oncology Information System v8.5 or later, or Varian Volumetric Modulated Arc Therapy-compatible, 4DITC-compatible 3rd party information system TRAINING: - Clinical training on the operation of Varian Volumetric Modulated Arc Therapy Delivery on the linear accelerator will be provided via LiveMeeting.		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
		Upgrade to ARIA information systems is an integral part of the upgrade to support Varian Volumetric Modulated Arc Therapy. The pricing reflected in this Varian Volumetric Modulated Arc Therapy quotation is contingent upon these upgrades. If you currently have a Software Support Agreement, or other agreement with Varian that includes the upgrade as a benefit, this agreement must be currently valid at the time you place your Varian Volumetric Modulated Arc Therapy order. If you do not currently have such an agreement in place, you will need to purchase a Software Support Agreement, or otherwise purchase an upgrade to your software systems, as a prerequisite to the installation of Varian Volumetric Modulated Arc Therapy. ARO 150 days ARO		
3.30	1	**Enhanced Dynamic Wedge** Delivers wedged dose distributions by varying the independent collimators during the photon treatment. Seven wedge angles (10, 15, 20, 25, 30, 45, and 60 degrees), asymmetric field sizes, and up to 30 cm field width are provided.		**Included**
3.31	1	**Auto Field Sequencing** Automates set up of all mechanical axes and beam parameters for each treatment field when used with a compatible record-and-verify system, such as VARiS Varian Requires Extended Clinac Interface (EXCI)		**Included**
3.32	1	**Advanced Dynamic MLC** Includes Arc Dynamic MLC, Dose Dynamic MLC per RAD 5610		**Included**
3.33	1	**EXCI Interface to R&V System**		**Included**
3.34	1	**4D Integrated Treatment Console gX** 4D Integrated Treatment Console gX DESCRIPTION: Varian's 4D Integrated Treatment Console gX provides a streamlined front end to the treatment delivery process. The 4D Console gX integrates the user controls of the linear accelerator, multi-leaf collimator (MLC), and electronic portal imager into one application on a single workstation and provides the imaging control to manage advanced treatment processes such as 3D CRT, IMRT, and Dynamic Targeting™ IGRT. The 4D Console gX is required for On Board Imaging. FEATURES: 1. Treatment delivery functionality including setup and record & verify 2. Treatment delivery, Multi-leaf Collimator (MLC) setup and portal image acquisition from single application 3. Supports auto field sequencing for uninterrupted treatment delivery 4. Provides support for IMRT treatment techniques including sliding window, step-and-shoot and dynamic arc 5. Supports 4-slot accessories for complex treatment techniques 6. Supports imaging of setup fields for pre treatment plan verification 7. Supports image only sessions keeping treatment sessions in synch with fractionation pattern		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
		8. Supports imaging of treated fields, before, during or after the treatment beam, for treatment verification needs 9. Photos, activity and patient note display on treatment queue 10. Interface hardware and software for C-Series Clinac (if not already installed). HARDWARE INCLUDED: 1. ONE (1) dedicated 4D Integrated Treatment Console gX workstation; 2. ONE (1) 20"LCD Monitor for Treatment workstation; and 3. ONE (1) Verification Interface computer and cables. LICENSE: 4D Integrated Treatment Console gX license for ONE (1) C-Series Clinac. PREREQUISITES: 1. Clinac C-Series Software version 6.x, or later; 2. Extended Clinac Interface (EXCI); 3. In-room monitor; 4. Millennium MLC 6.4 software, or later; 5. Mark Series MLC 5.0 software, or later; 6. Mark Series MLC Controller must be minimum Pentium architecture; 7. Computer replacement must be purchased through Varian Medical Systems. NOTE (S): 1. Includes First Year Software Support Agreement covering software and hardware purchased from Varian; 2. No third party software may be installed on the 4D Console gX by the user; 3. Anti-Virus software SHOULD NOT be installed on VI, AVI, or EVI computers; and 4. Anti-Virus software can be installed on the 4D Console gX but cannot be set to run in real-time mode.		
3.35	1	**4DITC gX for Varian Image Mgmt Network**		**Included**
3.36	1	**20" LCD Monitor** 20" LCD Monitor		**Included**
3.37	1	**Steraotactic Option** 6MV SRS photon beam for stereotactic treatments Fixed or arc treatments 60 MU/degree Maximum field size of 15cm x 15cm		**Included**
3.38	1	**Stereotactic Option: 1000 MU/Min**		**Included**
3.39	1	**Stereotactic Motion Disable: Exact Couch**		**Included**
3.40	1	**Console Package Deluxe** Compact pre-packaging and cable management of Varian-provided workstations, control modules, and other ancillary devices for most rapid and easiest site preparation, and space management of console area Prerequisites: Clinac must have MLC		**Included**

Item	Qty	Product Description	Standard Price	Offer Price
3.41	1	**Remote Access Smart Connect Ready**		Included
3.42	1	**Factory Data Set** Factory-provided representative physical wedge profiles, machine mechanical parameters, and representative beam scans from Clinac iX systems.		Included
3.43	1	**Millennium Warranty** Three Year Warranty on Klystron, Electron Gun, Standing Wave Guide, Bend Magnet, and Solenoid Energy Switch, provided Varian is sole service provider.		Included
		Section Total $	5,490,191.00	2,514,507.00

Section 4 Novalis Compeletion Package

4.01	1	**BrainLAB Equipment**	2,600,000.00	1,265,274.00
		Section Total $	2,600,000.00	1,265,274.00

Section 5 Vision RT for iX

5.01	1	**Reserve**	460,000.00	202,400.00
		Section Total $	460,000.00	202,400.00

Section 6 Accessories for Section 1 - iX HDMLC Package

6.01	1	**EXGI, Vision RT Gate RT** External Device Gating Interface (EXGI) support for Gate RT Interface by Vision RT. This enables customers to gate the delivery of beam. EXGI accomplishes this by providing Gate RT with beam gating capability and Clinac state information. Limitation: - Permits connection with only one external device at a time -EXGI must not be used with rotational therapies, including RapidArc™ radiotherapy technology, Varian volumetric modulated arc therapy (VMAT), conformal arc or dynamic arc, or arc therapy. Prerequisites: - High Energy Linac, C-Series software release 7.6 (minimum) - MLC with Type II communication - Registered Third-Party Application	58,334.00	35,001.00
		Section Total $	58,334.00	35,001.00

Item	Qty	Product Description	Standard Price	Offer Price
Section 7		**Optional Exac Trac for iX**		
7.01	1	**BrainLAB ExacTrac X-RAY Positioning** ***Optional Item NOT included in Offer price*** BrainLAB ExacTrac X-RAY Positioning BrainLAB Novalis Treatment Hardware 43600 QTY 10 - HEAD & NECK / FRAMELESS SRS MASK SET FOR ONE PATIENT 49650 QTY 5 - HEAD & NECK SHOULDER MASK SET FOR ONE PATIENT BrainLAB Novalis X-Ray Positioning 49920 NOVALIS BODY EXACTRAC PLATFORM 49907 EXACTRAC CEILING MOUNTED MONITOR ARM 49921 NOVALIS BODY X-RAY 6D 49911 EXACTRAC PRE-INSTALLATION KIT X-RAY 49912 EXACTRAC X-RAY FLOOR CASING 49100 EXACTRAC AUTOPOSITIONING FOR VARIAN EXACT 24010 EXACTRAC 3RD PARTY TPS IMPORT 49601 IMAGING COUCH TOP FOR VARIAN EXACT 49604 IMAGING COUCH TOP FRAMELESS EXTENSION 24400-60 COUCH MODIFICATION FOR IMAGE COUCH TOP / ROBOTICS 49610 FRAMELESS RADIOSURGERY SYSTEM 49700 EXACTRAC ROBOTICS FOR VARIAN EXACT 49577 EXACTRAC VERIFICATION PHANTOM 20822 EXACTRAC INTRA-FRACTION SNAP VERIFICATION 20823 IGRT REVIEW AND APPROVAL SOFTWARE 82029-01 REMOTE LIVE EXACTRAC WORKSTATION ACCESS BrainLAB Novalis Services 50795-01 EXACTRAC XRAY INSTALLATION	1,279,976.00	719,088.00
		Section Total $	0.00	0.00
		Quotation Total $	13,366,505.00	5,998,853.00

Terms & Conditions of Sale

This offer is subject to credit approval and is exclusive of any applicable sales taxes or duties.

FINANCING AVAILABLE: For lease and finance plans, call Tony Susen, Director - Varian Customer Finance, at (508) 668-4609.

Applicable Terms and Conditions and Additional Contract Provisions

*** Varian Terms and Conditions of Sale 1652S attached apply for products manufactured by Varian.**

*** BrainLAB Terms and Conditions of Sale attached apply for products manufactured by BrainLAB.**

*** Customer acknowledges that Varian shall not be deemed to have sold the products in this Quotation that have been manufactured by BrainLAB, and BrianLAB shall not be deemed to have sold the products in this Quotation that have been**

Item	Qty	Product Description	Standard Price	Offer Price

manufactured by Varian, even though both products are listed on this combined Quotation to the Customer, and that there exists two separate sales and purchase contracts pertaining to each set of products. Customer further acknowledges that Varian, acting for itself and as agent for BrainLAB, may (i) at Varian's discretion, invoice separately for these products or may invoice for the aggregate Novalis TX solution or stereotactic components upon delivery of the accelerator and (ii) collect and receive payment on such invoice. Customer also acknowledges that failure of either BrainLAB or Varian to perform on its obligations under its contract with Customer shall not, in itself, be deemed to cause a breach by other party under its agreement with Customer and shall not give Customer a right to reject or return such other party's products (if it is otherwise in conformance with the contract with Customer).

WOOD & HUSTON BANK

(573) 335-7366
111 S BROADWAY

11/17/09

CAPE GIRARDEAU, MISSOURI 63703

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

Please accept this letter as my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will allow the hospital to continue to provide the best cancer care in the region.

It is my understanding that the major medical equipment components of the hospital's plan requires replacing some existing equipment, and is subject to Certificate of Need review. As an eight year member of the hospital foundation board, I understand that patient needs and technology change, and the implementation of some new equipment is called for. I think that it is important to utilize new technology to provide the hospital patients the very best care available.

It is my understanding that had the hospital been able to complete this project on the main campus much of it would not even be subject to a full Certificate of Need review. Unfortunately the space constraints of our main campus make it cost prohibitive to complete the project there. Our new cancer specialty facility is close to our original location and gives our patients easy access to a great new facility.

As a community leader, I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the fine cancer care that we are accustomed to. Approving this request will allow them to accomplish this goal.

Sincerely,

Clint E. Karnes
Community Bank President
573-335-7366
ckarnes@woodhuston.com

KOHLFELD COMPANIES

P. O. Box 660
Cape Girardeau, MO 63702-0660
Phone: (573)243-3931
Fax: (573)243-3933
mike@kohlfelddist.com

Thomas R. Piper
Certificate of Need Program
P.O. Box 570
Jefferson City, Missouri 65102

Dear Mr. Piper,

I am writing in support of Southeast Missouri Hospital's proposal to relocate its Cancer Center from its current location at our main campus to our new west campus which is located adjacent to Interstate 55 in Cape Girardeau, Missouri.

The need for an enlarged and updated Cancer Center in our area is great. Our current campus is landlocked, and much of the existing equipment is in need of an update. As a long time board of trustee member, I take our mission very seriously. We must do everything in our power to provide the best possible facilities and technology for our medical community and the patients we serve. Improved outcomes, as well as cost efficiencies, depend on our ability to implement this plan.

As a Magnet hospital, the needs of our patients and the community we serve define our mission. Cancer touches us all. Our region needs and deserves this cancer center and improved medical equipment. I sincerely hope that the Missouri Health Facilities Review Committee will strongly consider this request and grant our Certificate of Need.

Thank you for your time. I sincerely hope your realize the passion we have for this project.

Sincerely,

Michael D. Kohlfeld
President
Kohlfeld Dist. Inc.

R J McKinney
1830 Marietta St.
Cape Girardeau, Mo. 63701-2944
Phone 573-335-3481
Email: rjmckinney@charter.net

November 18, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I have been a member of the Southeast Missouri Hospital Foundation for several years and I am well aware of the need for excellent cancer treatment in this region, therefore I am writing to express my support for the relocation of the center to the 789 South Mount Auburn site. This project will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is essential that Southeast make those improvements available to its patients.

Had Southeast been able to complete this project on the main campus much of it would not even be subject to a full Certificate of Need review. Due to lack of space on the main campus it would be cost prohibitive to complete the project at that location. The Mount Auburn campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I would hope that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

JACK L. MEHNER
111 N. LAKE DRIVE
CAPE GIRARDEAU MO 63701

November 18, 2009

Thomas R. Piper, Director
Certificate of Need Program
P.O Box 570
Jefferson City, MO 65102

RE: SOUTHEAST MISSOURI HOSPITAL REGIONAL CANCER CENTER

Dear Mr. Piper:

As a previous Cancer patient of Southeast Missouri Hospital, I offer my strong support for the proposed relocation and expansion of their Cancer Center. The move from 1701 Lacey Street to the west campus at 789 South Mount Auburn Drive is necessary due to the limited, land-locked space on Lacey Street.

It is my understanding that the major medical equipment involved in the plan, including Linear Accelerators and a Pet/CT is subject to Certificate of Need review. All of this equipment is essential to the effective provision of cancer care services and some of the current equipment is in need of replacement. As technology improves, it is essential that Southeast make these improvements available to all its patients.

It is unfortunate that the expansion could not have been completed at the present campus, as much of it would not even be subject to a full Certificate of Need review. The west campus has easy access for patients and is less than three miles away. This also gives the hospital the opportunity to design a facility tailored to cancer patients needs.

I therefore request that the Missouri Health Facilities Committee consider these factors and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you!

Sincerely,

Jack L. Mehner

THE LIMBAUGH FIRM

--ATTORNEYS AT LAW--

EST. 1916

ERIC E. BOHL
NANCY L. BROWNE
ROBYN H. EDWARDS
JOHN W. GRIMM
JOHN D. HARDING
DIANE C. HOWARD
R. MICHAEL HOWARD
JEFFREY J. KOCH
DAVID S. LIMBAUGH
J. MICHAEL PAYNE
CURTIS O. POORE
PATRICIA L. RAY
EDWIN DEAN WHITE, III

RUSH H. LIMBAUGH
1891-1996

RUSH H. LIMBAUGH, JR.
1918-1990

JOSEPH J. RUSSELL
1923-2006

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jgrimm@limbaughlaw.com

November 18, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center. This project will enable the hospital to continue to provide superb cancer care services to patients from throughout the region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is needed and is essential to the effective and efficient provision of cancer care services. As technology continues to improve it is essential that Southeast make those improvements available to its patients.

I urge the Missouri Health Facilities Review Committee to approve this Certificate of Need application. Thank you for your consideration.

Very truly yours,

THE LIMBAUGH FIRM

By: _____
John W. Grimm

JWG/srk

822 Rodney Vista Blvd.
Cape Girardeau, MO 63701
Nov. 18, 2009

Thomas R. Piper, Director
Certificate of Need Program
P/O/ Box 570
Jefferson City, MO 65102

RE: Southeast Missouri Hospital
Regional Cancer Center

Dear Mr. Piper:

I would like to express my Support for Southeast Missouri Hospital's proposal to relocate and expand its main location at 1701 Lacey St. to its West Campus at 789 So. Mount Auburn Dr. This will help the hospital to update and continue its Cancer Care serices throughout the region.

It is my understanding that the hospital wants to replace its existing equipment which includes a PET/CT and linear accelerators subject to your review. This equipment is necessary in order for the hospital to give efficient and effective for its patients.

If the hospital would have had the space to install this equipment at the present location, a Full Certificate of Need review probably wouldn't be needed but the hospital is land-locked. The west campus offers easy access and only slightly less than three miles away from its main location. At this location it is more economically feasable.

I am requesting that the Missouri Health Facilities Review Committee consider all of theseadvantages in relocating the Cancer Center so that the hospital can continue to provide the finest cancer care within their power which also includes the updated equipment.

Please approve their Certificate of Need application and Thank You for your consideration.

Sincerely Yours,

O. D. Niswonger

Adelaide Heyde Parsons, Ph.D.
1217 Rockwood
Cape Girardeau, MO 63701

November 17, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing on behalf of Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. The project enables the hospital to continue to provide the most comprehensive cancer care services in our region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which replaces existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address patient needs. All of this equipment is essential to the effective and efficient provision of cancer care services. As technology continues to improve it is essential that Southeast make these improvements available to its patients.

The space constraints of the land-locked main campus make it cost prohibitive to complete the project on its main campus thus necessitating this request. The west campus is less than three miles away, located at an exit off of I-55, a major transportation route for many of our regional patients. The site offers easy access for the hospital's patients and has made it possible to design a facility specifically to meet the needs of cancer patients while also providing room for expansion should the need become necessary.

I am requesting that the Missouri Health Facilities Review Committee permit Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

Adelaide H. Parsons

Adelaide Parsons, Ph.D
Professor Emeritus, Southeast Missouri State University

WomenFIRST®
OB-GYN Specialists of Southeast Missouri

Scot G. Pringle, M.D. • Chris R. Rosenquist, M.D. • Eric G. Morton, D.O.

November 18, 2009

Thomas R. Piper. Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is essential that Southeast make those improvements available to its patients.

Had Southeast been able to complete this project on the main campus much of it would not even be subject to a full Certificate of Need review. Unfortunately the space constraints of the land-locked main campus make it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

Scot G. Pringle, MD, FACOG

1111 North Mount Auburn Road • Cape Girardeau, MO 63701
ph: 573.339.1101 • fax: 573.339.1737 • www.capewomenfirst.com

FORD & SONS FUNERAL HOME

November 18, 2009

Thomas R. Piper, Director
Certificate of need Program
P.O. Box 570
Jefferson City, MO 65102

RE: Southeast Missouri hospital Regional Cancer Center

Dear Mr. Piper

I am writing to show support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the most comprehensive cancer care services in the region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing out of date equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is essential that Southeast continues to make those improvements available to its patients.

Had Southeast been able to compete this project on the main campus much of it would not even be subject to a full Certificate of Need review. Unfortunately the space constraints of the land- locked main campus make it cast prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in Southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely
Cliff Ford

1081 N. Mt. Auburn Rd.
Cape Girardeau, MO 63701
573-334-1313

118 S. Sprigg Street
Cape Girardeau, MO 63703
573-334-1211

Benton, MO 63736
573-545-3529

website: www.fordandsonsfuneralhome.com • email: fordandson@clas.net

FORD & SONS FUNERAL HOME

November 18, 2009

Thomas R. Piper, Director
Certificate of need Program
P.O. Box 570
Jefferson City, MO 65102

RE: Southeast Missouri hospital Regional Cancer Center

Dear Mr. Piper

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and the most comprehensive cancer care services in the region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is essential that Southeast make those improvements available to its patients.

Had Southeast been able to compete this project on the main campus much of it would not even be subject to a full Certificate of Need review. Unfortunately the space constraints of the land- locked main campus make it cast prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in Southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely
Walter J. Ford

SELECTED Independent

1001 N. Mt. Auburn Rd.
Cape Girardeau, MO 63701
573-334-1313

118 S. Sprigg Street
Cape Girardeau, MO 63703
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FORD & SONS FUNERAL HOME

November 18, 2009

Thomas R. Piper, Director
Certificate of need Program
P.O. Box 570
Jefferson City, MO 65102

RE: Southeast Missouri hospital Regional Cancer Center

Dear Mr. Piper

I am writing to express my strong support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 lacey Street to its west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and the most comprehensive cancer care services in the region.

It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing out of date equipment, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is essential that Southeast make those improvements available to its patients.

Had Southeast been able to compete this project on the main campus much of it would not even be subject to a full Certificate of Need review. Unfortunately the space constraints of the land- locked main campus make it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in Southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,
Kevin Ford

1001 N. Mt. Auburn Rd.
Cape Girardeau, MO 63701
573 334-1313

118 S. Sprigg Street
Cape Girardeau, MO 63703
573-334-1211

Benton, MO 63736
573-545-3529

website: www.fordandsonsfuneralhome.com • email: fordandson@clas.net

November 25, 2009

Thomas R. Piper, Director
Certificate of Need Program
P.O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Mr. Piper:

Southeast Missouri Hospital has long provided excellent, comprehensive cancer care for the region. They are now proposing to relocate and expand their Cancer Center from its main campus at 1701 Lacey Street to the west campus at 789 South Mount Auburn Drive. I am writing to express my strong support for that relocation and expansion.

As the need for cancer care increases and technology changes, the need for replacement of current equipment and additional equipment is proposed. It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. The replacement and addition of equipment is essential to continue to provide up-to-date services that are effective and have the best outcomes in the care of patients in this region.

Due to growth, Southeast's main campus is now landlocked and further expansion of the cancer center at this site would be cost prohibitive. The west campus is located less than three miles from the main campus and provides easy access for the hospital's patients. It has adequate space which allows the hospital to design a facility which will provide for the needs of cancer patients in one location. Had Southeast been able to complete this project on the main campus much of it would not even be subject to a full Certificate of Need review.

I would request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

Edwin K. Kiefner
Rt 1 Box 2195
Patton, Missouri 63662

Southeast Missouri Hospital Auxiliary

November 23, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, MO 65102

RE: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

Southeast Missouri Hospital hopes to relocate and expand its Cancer Center. This new location will bring to this region greater cancer care to the people of Southeast Missouri and Southern Illinois.

Expanding care means the need for replacing and adding additional equipment. This equipment is necessary in order to meet the current and projected needs.

It is my hope that the Missouri Health Facilities Review Committee will consider the necessity for this equipment and will know that this is a real need in order for us to meet our goal, which is to provide the best cancer care to the patients who come to Southeast Missouri Hospital's new Cancer Center.

Please consider approving the Certification of Need application. Thank you for your consideration.

Sincerely,

Ilena Aslin
Board of Trustee Member,
Hospital Auxiliary Board Member

RECEIVED NOV 25 2009

CITY OF CAPE GIRARDEAU

Office of the Mayor and City Council

401 Independence
P. O. Box 617
Cape Girardeau, MO 63702-0617
Telephone (573) 339-6320
Fax (573) 339-6302

November 24, 2009

Thomas R Piper, Director
Certificate of Need Program
P O Box 570
Jefferson City, MO 65102

RE: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

Please accept this letter as an indication of my complete support of Southeast Missouri Hospital's desire to relocate and expand its Cancer Center from its current location at 1701 Lacey Street to its new west campus which is located at 789 South Mount Auburn Drive.

This project is just another example of Southeast Missouri Hospital's continued commitment to provide the finest and most comprehensive cancer treatment facilities in the country.

It is been explained to me that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review. Some of the existing cancer center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs. All of this equipment is needed and is essential to the effective provision of cancer care services and will serve to heighten Southeast Missouri Hospital's ability to provide state of the art care.

It has also been shared with me that had Southeast Hospital been able to complete this project on the main campus that much of this request would not ever be subject to a full Certificate of Need review. Unfortunately the space constraints of the land-locked main campus make it cost prohibitive to complete the project there. The new west campus is less than three miles away and truly allows Southeast Hospital patients' even better access as it is located off of Interstate 55.

As Mayor of the City of Cape Girardeau, I have witnessed, first hand, Southeast Hospital's commitment to its patients and its community, and I would respectfully request that the Missouri Health Facilities Review Committee approve this Certificate of Need application. Health care plays such a vital role in our community and Southeast Missouri Hospital is certainly a key driver in this initiative.

Thank you for considering this request, and if you should have any other questions or concerns as it pertains to Southeast's impact on health care in our community, please don't hesitate to contact me personally.

Sincerely yours,

Jay B. Knudtson
Mayor

MISSOURI DRY DOCK & REPAIR Company INC.

MARINE REPAIR AND CONSTRUCTION

500 AQUAMBI ST., P.O. BOX 700, CAPE GIRARDEAU, MO 63702-0700
PHONE: 573 335-5668 FAX 573-335-5479
1-800-237-9362 WWW.MODRYDOCK.COM

November 24, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, Mo 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing to express my strong and sincere support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This move will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

I understand that the major medical equipment components of the hospital's plan, includes linear accelerators and a PET/CT, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to meet current and projected patient needs. This equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is very important that Southeast Hospital make those improvements available to its patients.

Had Southeast been able to complete this project on the main campus, most of the equipment to be purchased would not be subject to a full Certificate of Need review. Unfortunately the space constraints of the land-locked main campus make it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I respectfully request that the Missouri Health Facilities Review Committee take these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application, Thank you for considering this request.

Sincerely,

Robert W. Erlbacher III

MISSOURI BARGE LINE Company INC.

102 N. MAIN • P.O. BOX 1602
CAPE GIRARDEAU, MO 63702-1602

573-651-4040 • FAX: 573-651-4088
1-800-982-2743

WATER TRANSPORTATION

November 24, 2009

Thomas R. Piper, Director
Certificate of Need Program
P. O. Box 570
Jefferson City, Mo 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

I am writing to express my strong and sincere support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This move will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region.

I understand that the major medical equipment components of the hospital's plan, includes linear accelerators and a PET/CT, is subject to Certificate of Need review. Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to meet current and projected patient needs. This equipment is needed and is essential to the effective and efficient provision of cancer care services and will immensely improve the hospital's ability to do so. As technology continues to improve it is very important that Southeast Hospital make those improvements available to its patients.

Had Southeast been able to complete this project on the main campus, most of the equipment to be purchased would not be subject to a full Certificate of Need review. Unfortunately the space constraints of the land-locked main campus make it cost prohibitive to complete the project there. The west campus is less than three miles away and offers the benefit of easy access for the hospital's patients while enabling the hospital to design a facility specifically to meet those cancer patients' needs.

I respectfully request that the Missouri Health Facilities Review Committee take these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application, Thank you for considering this request.

Sincerely,

Robert W. Erlbacher II
President

MISSOURI ASSOCIATION OF FAIRS AND FESTIVALS
941 EAST RODNEY
CAPE GIRARDEAU, MO. 63701

11/24/2009

Mr. Thomas R. Piper, Director
Certificate of Needs Program
P.O. Box 570
Jefferson City, Mo. 65102

Re: Southeast Missouri Hospital
Regional Cancer Center

Dear Mr. Piper;

I would ask the Missouri Health Facilities Review Board to give every consideration to the Certificate of Needs application as submitted by Southeast Missouri Hospital. The Hospital has and will continue to provide the finest Cancer Care in the Southeast Missouri region with it's expansion from the main hospital campus to the West Campus located at 789 South Mt. Auburn Drive.

The certificate request includes not only replacement of some existing equipment in a new location but also to add the latest available technology essential to providing the cancer care services for patients in the region. Adding needed equipment in a location designed to meet these needs now and the future in a new facility with space available for continue growth serves the best interests of both the health care providers and those being served.

The main hospital campus at 1701 Lacy has severed the region well for many years and can be trusted to lead the in the effort in treatment and recovery of Cancer patients in a new location designed for just that purpose.

Thank you for your consideration of this request.

Sincerely,

Pete Poe
Executive Director

Northwestern Mutual
FINANCIAL NETWORK®

T. Ronald Hahs, CLU®, ChFC®
Financial Representative

1507 N Mount Auburn Rd
PO Box 1240
Cape Girardeau, MO 63702-1240
573 335 0187 office
573 339 1282 fax
ron.hahs@nmfn.com
www.nmfn.com/ronhahs

December 2, 2009

Thomas R. Piper, Director
Certificate of Need Program
PO Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

This letter is regarding Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its new west campus at 789 South Mount Auburn Drive. This project will enable the hospital to continue to provide the finest and most comprehensive cancer care services in the region and it has my strong support.

Some of the existing Cancer Center equipment is in need of replacement and additional equipment is being proposed to address current and projected patient needs in the future. All of this equipment is needed and is essential to the effective and proficient provision of cancer care services and will immensely improve the hospital's ability to provide those services. As technology continues to improve it is essential that Southeast make those improvements available to its patients. It is my understanding that the major medical equipment components of the hospital's plan, including linear accelerators and a PET/CT, much of which is replacing existing equipment, is subject to Certificate of Need review.

If it had been feasible to expand the current Cancer Center at 1701 Lacey Street, I understand that much of it would not even be subject to a full Certificate of Need review. Unfortunately, constraints of the land-locked main campus make it cost prohibitive to complete the project there. The west campus is located less than three miles away and offers the benefit of easy access for patients and will enable the hospital to design a new facility specifically to meet cancer patients' needs.

It is my request that the Missouri Health Facilities Review Committee take all of these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely yours,

T. Ronald Hahs

T. Ronald Hahs, CLU, ChFC

MDRT

Northwestern Mutual
FINANCIAL NETWORK®

David L. Hahs, CLU®, ChFC®
Managing Director

1307 N Mount Auburn Rd
PO Box 1240
Cape Girardeau, MO 63702-1240
573 335 0187 office
573 339 1282 fax
david.hahs@nmfn.com
www.davidhahs.com

December 4, 2009

Thomas R. Piper, Director
Certificate of Need Program
P.O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

This letter is in support of the Certificate of Need application of Southeast Missouri Hospital to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. As a Cape Girardeau native and Southeast Missouri Hospital Board of Trustees member, I have watched the Hospital's cancer program grow into the finest and most comprehensive in our region.

I am well aware that the Hospital's plan, including linear accelerators and a PET/CT, is subject to Certificate of Need review. In addition to replacing existing equipment, new equipment, including linear accelerators and a PET/CT will be needed in the new Cancer Center. In keeping with our commitment to offer cancer patients within our service area the most up-to-date technology to help them battle cancer, it is imperative that Southeast make those improvements available to our patients.

Due to space constraints, we cannot complete the project on the land-locked main campus. The west campus is less than three miles away and offers easy access for hospital patients.

I encourage the Missouri Health Facilities Review Committee to consider all of these factors and approve the Certificate of Need application. Thank you.

Sincerely,

David L. Hahs, CLU, ChFC
Managing Director
Northwestern Mutual Financial Network

Southeast MISSOURI Hospital

Commitment to Excellence. Trusted Care.

December 4, 2009

Thomas R. Piper, Director
Certificate of Need Program
P.O. Box 570
Jefferson City, MO 65102

Re: Southeast Missouri Hospital Regional Cancer Center

Dear Mr. Piper:

This letter is to express my support for Southeast Missouri Hospital's proposal to relocate and expand its Cancer Center from its main campus at 1701 Lacey Street to its west campus at 789 South Mount Auburn Drive. This project will expand the treatment options offered by the Hospital and be a real benefit for many patients throughout the large southeast Missouri and southwest Illinois region served by Southeast.

It is my understanding that technology in the new Cancer Center will include linear accelerators and a PET/CT, which are subject to Certificate of Need review. This equipment is needed to deliver more precise and effective cancer treatment.

I would request that the Missouri Health Facilities Review Committee take these factors into consideration and allow Southeast Missouri Hospital to continue to provide the finest cancer care in southeast Missouri by approving their Certificate of Need application. Thank you for considering this request.

Sincerely,

J. Ronald Fischer
Member, Southeast Missouri Hospital Board of Trustees